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The Solicitors' Journal.

LONDON, DECEMBER 19, 1868.

WE UNDERSTAND that Lord Hatherley, on behalf of the new Government, has addressed a letter to Lord Cairns, pressing him strongly to accept the vacant Lord Justiceship of Appeal in Chancery, and representing that such an arrangement need not in the slightest degree interfere with Lord Cairns' presumable hostility, in the House of Lords, to the policy of the Government. We are, of course, unable to offer the slightest conjecture as to the event. It would, of course, be very desirable to have Lord Cairns again upon the Bench in the equity courts. In the event of his declining to return to the Lord Justices' Court, the vacant seat would probably be filled by Vice-Chancellor Giffard.

THE PERSONAL INCONVENIENCE which the Premier and his principal colleagues are compelled to undergo in offering themselves for re-election so soon after a general election, has drawn public attention to the expediency of repealing the Act of Anne (6 Anne, c. 7, s. 26), which renders it necessary for a member of Parliament who accepts an office of profit under the Crown to present himself again before his constituents. Doubtless the object with which that Act and others of a similar character were passed has long since been substantially attained by other means. The power of the Crown in the House of Commons, sustained at one time by the wholesale issue of writs to dependent boroughs, and afterwards by crowding the house with pensioners and placemen, is no longer to be dreaded. But a law made to prevent one evil may sometimes be advantageously used to prevent another. The Sovereign, it is true, cannot now impose an unpopular minister on the people or the Parliament, but the House of Commons itself could easily impose such a minister both on the Sovereign and the people, were it not for the existence of such an Act as the 6 Anne. It may indeed be said that, whereas the reigning monarch and the people may sometimes be in antagonism with each other, the House, which is a representative body, is always sure to be of one mind with the constituencies. This may very likely be the case immediately after a general election, but it is by no means necessarily true of a Parliament two or three years old. Thus, in 1857 the Chinese policy of Lord Palmerston was emphatically condemned by a five-year old House of Commons and as emphatically approved by the country. A representative assembly which was always *en rapport* with the electors would never require to be dissolved. It is plain that such a perfect "mirror of the national mind" will not be attained at any period short of the golden age of politics. At present the House of Commons and the nation do occasionally differ, and we can conceive the possibility of the House endeavouring to force an obnoxr ious minister into power, at any rate for a short season, in the teeth of the national will.

We are therefore disposed to think the movement for the repeal of the Act of Anne somewhat premature. It may be granted that its utility is not often seen in practice, and therefore that it is open to the same sort of objection, as for example, our grand jury system. But the value of a law is not to be measured by the likelihood of its being trangressed. It is a matter of constitutional importance that we should be governed by the statesmen of our choice, and any machinery which prevents a ruler whom we may dislike or despise being thrust upon us, either by the Crown or the Legislature, should not be abolished without grave consideration. Perhaps, however, some equivalent to the present law might be enacted which would preserve its advantages while avoiding its inconveniences. For example, re-election within a certain limited time after an original election might be rendered unnecessary. The period between the issue of the writ and the day of election might be reduced. The ceremony of nomination might be dispensed with. Changes such as these would mitigate the annoyance to the candidate and loss of time to the public, which have been very justly complained of, and at the same time would preserve to us the benefit of a law, not indeed needed to-day, but of which we may at some future time require the protection.

IT HAS BEEN SETTLED by a series of decisions running back to the time of Lord Hardwicke and further still, that the Courts of this country will not allow the publication by any person whatever of matter calculated to influence the administration of justice by prejudging the merits of a case *sub judice*. It is essential that the jury who are to try the question should decide purely upon what is laid before them in court, under the supervision of the judge, and in the presence of the parties or their advocates, and that they should not be biassed by comments or facts brought under their notice through the press or elsewhere. The same reasons, of course, apply where, as in the equity courts, the judge combines the functions of judge and jury. It is true that a judge is far less likely than a jury to be biassed by anything which he may read in a letter or in a newspaper, but either party to the question at issue has still a right to object to any materials whatever towards a decision being placed before the judge, except in the authorised manner. The case of the *Pall Mall Gazette*, which suffered for its comments on the *Tichborne case* is fresh in the recollection of everyone;* and it has been established that it is a contempt of court for a newspaper to publish even the briefs or affidavits in a pending case.

We report in another column the observations of the Master of the Rolls upon proceedings in the patent case of *Daw* v. *Eley* against one of the defendant's solicitors for writing, and an editor for publishing in his journal, certain letters signed "Copper Cap," containing, as it was alleged, passages tending to prejudge as against the plaintiff the question *sub judice* in the case. The Master of the Rolls made an order committing the solicitor for contempt, but suspended its drawing up for a fortnight, to give him the opportunity of appealing or making an apology and paying costs. We cannot see that his Lordship could have taken any other course. That Mr. Collette's letters did prejudge the case upon its merits is proved by the passages cited by the Court, and if it be improper in a layman to publish matter calculated to influence the judge or jury, it is *a fortiori* wrong in an officer of the Court, who may be supposed to know better. We do not suppose that Mr. Collette wrote his letters with any idea of prejudicing the Master of the Rolls against the novelty of Mr. Daw's invention, though he probably wished to enlist the public on the other side. The temperament of some solicitors leads them to identify themselves very warmly with their client's cause, an enthusiasm which is laudable in the solicitor and satisfactory to the client, as long as it is kept within bounds and allowed to find vent only in a very zealous discharge of the solicitor's function. Carried, however, to the length of commenting on the merits of the case in the public prints, it becomes improper. It

* 15 W. R. 1072.

must be observed, however, that Mr. Collette's letters, if contempt in him, would have been contempt in any one else; the fact of the letters being written by an officer of the court is not the *gravamen* which constitutes the contempt, but merely a circumstance which renders the contempt less excusable. For which reason we think that the Master of the Rolls falls into rather a confusion when he states in his judgment—that as the Court cannot minutely discuss a composition, to determine whether it is proper or improper, persons concerned in the cause must abstain entirely from discussing the merits of the question before the Court, or if they do it all, they should do it, he says, in their own names, so that the world may know who it is that speaks. In this respect we think the Master of the Rolls' words are likely to mislead; it is a simple question for the Court whether or no the composition in question, be it pamphlet, letter, article, or whatever it may be, is or is not calculated to prejudge a question of fact before the Court; if the answer be that it does, the writing it is a contempt of court, whether it be published anonymously or the reverse,—nor can the Court pronounce upon the propriety or impropriety of the publication without *some* examination of its contents.

As to the editor, the Master of the Rolls would not commit him; but, considering that he had done wrong in allowing a further letter of Mr. Collette's to appear after he had learnt that he was the defendant's solicitor, and also that he had refused insertion to a counter letter from Mr. Daw, he thought he could not give him any costs. We think that in this respect also the Master of the Rolls did substantial justice, though we do not see the force of the reasons he gives. It would have been enough to repeat the old well-settled rule, that in such cases the printer, publisher, or editor are responsible for what appears in their paper.

We are not surprised to find the *Times* has murmured against the decision as regards the editor, because the *Times*, like many other of our contemporaries, has been itself an offender. While the case of Madame Rachel, for instance, was pending, the *Times* published an article advocating very strongly, upon the evidence in the case, a verdict for the prisoner. It is said that if the Master of the Rolls' decision is to be law, it will be utterly impracticable for any journal to discuss the merits of any invention;—"Either Krupp or Armstrong might forbid, for an indefinite time, the comparison of English and Prussian guns by taking their differences before the Master of the Rolls." Here, however, is an entire misconception of the case, arising apparently out of the ambiguous word "merits." What the courts forbid, and always have forbidden, is the prejudging of the question before them "on its merits;" that is, prejudging it as an inference from facts. In *Daw* v. *Eley* the question before the Court appears to be—was Mr. Daw's invention a novel matter when he got his patent? which is a totally distinct one from the "merits" of the invention in a popular sense—its cheapness, effectiveness, and so forth. All those matters our contemporaries are perfectly free to discuss in any form they please, and if Mr. Collette's letters had done no more than this, the Master of the Rolls expressly informs us that he should not have interfered.

WE HEAR that in several cases clergymen, trustees, and others, having the control of school-rooms, vestry-halls, and other public or *quasi*-public rooms, have declined to allow Penny Readings to be held in them, on the ground that where they are enlivened by music, as they generally are, such a user would subject them to the penalties imposed by the statute 28 Geo. 3, c. 36. As penny readings are so universal, and as the objects to which the funds so raised are devoted are generally of a benevolent character, it may be as well to call attention to the statute, and some cases on it, and endeavour to remove the erroneous impression which seems to prevail on the subject. The second section enacts that "any house, room, garden, or other place, *kept* for public dancing, music, or other public entertainment of the like kind in the city of London or Westminster, or within twenty miles thereof, without licence, shall be deemed a disorderly house or place, and every person keeping such house, room, garden, or other place, without such licence, as aforesaid, shall forfeit the sum of £100 to such person as shall sue for the same, or be otherwise punishable, as the law directs, in case of disorderly houses," *i.e.*, be liable to indictment. In the first place we would notice that the fact of money being taken at the door or a certain sum paid for the use of the room is immaterial, the offence, if there be one, lying in keeping the room for the purposes enumerated, and the whole question is what amounts to such keeping. This is a question of fact to be determined by the exercise of the faculty of common sense, but it has not been left without judicial authority. Lord Abinger in *Mark* v. *Benjamin*, 5 M. & W. 565, gave his opinion as follows:—"The meaning of the Act is perfectly plain. The house, &c., must be kept for, or dedicated to, the purpose thereby prohibited among others, and the mere incidental use of it in that manner would not make the party liable." Baron Parke added as a test of what was an incidental and what an original use of such a place, that there must be an habitual keeping of it for the prohibited purpose, though they need not occur at stated intervals. Lord Abinger, in the course of the argument, put the case of persons of quality who sometimes allow concerts to be held at their houses for the benefit of particular singers and asked whether such a case would be within the statute. To this it was answered, that if every singer who chose held a concert there, and a great number of persons were admitted, it would be a question for the jury to determine whether the case was not within the statute. It would be no doubt a question of fact, but it would be one to which there could only be one answer for, as it seems to us, hardly any amount of evidence would be sufficient to show what was *primâ facie* a drawing-room, part of a house, and used for domestic purposes, was also kept for public music, short of some colourable dedication to one purpose under the guise of the other. In the latest case on the subject (*Guaglieni* v. *Matthews*, 13 W. R. 679) the Court of Queen's Bench held under a similar statute that the music and dancing, which it was said brought the place in which an equestrian exhibition was held within the prohibition, should be a principal or essential part of the exhibition, and not merely subsidiary. As a rule, we fancy that the music is only subsidiary to the reading, but we would not draw any distinction on that ground, for on the general principle, were we dealing with the case of entertainments consisting entirely of music, we should arrive at the same conclusion. In the same way we are not concerned to argue the technical point as to whether persons having the control of parochial buildings could be said to keep them for any purpose within the statute. It is sufficient that we point out that the real question is whether or not there has been an habitual keeping or dedication to the purpose of public music. Applying this test, it would appear to be clear that the statute does not apply to the ordinary case of penny readings enlivened by music, or of a musical entertainment held occasionally, or we may even say regularly, in a place devoted to, and kept for, scholastic or parochial purposes, since such a use cannot be said to be one of the objects for which the room is kept, but is only at most, a mere incidental use of it, which is not aimed at by the statute.

THE CASE OF *Potter* v. *Rankin* again came before the Court of Common Pleas the other day, on a question of costs. The action was by a mortgagee in possession of a ship against the underwriter to recover as for a total loss. The ship was chartered to sail from the Clyde to New Zealand, where she was to discharge, and thence proceed to Calcutta and load a cargo there for

London; and the policy was on the chartered freight on the homeward voyage from Calcutta, but was only to attach during the outward voyage to New Zealand. The ship was injured in New Zealand, but repaired, and after great delay went on to Calcutta, where she was totally destroyed by the cyclone of October, 1864 (see 16 W. R. 1049). Before this happened, however, she was surveyed at Calcutta, and it was then ascertained that it would cost more to repair the injuries she had received in New Zealand than she would be worth when repaired. The Court held that under the circumstances there was no actual or constructive total loss of the freight, and the defendant, the underwriter, kept the verdict which he had obtained at the trial. On taxation of costs, the defendant claimed £136 for executing a commission at Calcutta, with reference to the survey and the state of the vessel. The master allowed the fees of the commissioners, and £10 for the expenses of the commission, but he disallowed a claim for legal assistance to the commissioners. The matter afterwards was taken before Blackburn, J., and he referred it to the Court. The commission, it appeared, provided that both plaintiff and defendant were to be at liberty to put any further questions *viva voce* to the witnesses, in addition to the written ones; and it contained a clause, which we believe is not to be found in Chitty's Forms, that, not only the costs of the commission, but also all other costs incidental thereto, should be costs in the cause. There can be no doubt that the questions to be asked of the witnesses were of great importance, and the action itself was a very heavy one. The two commissioners, who were laymen, felt themselves unequal to the task, and accordingly called in two solicitors to assist them. The defendant now asked to have the fees of these gentlemen allowed on taxation, but the Court held it was a matter in the discretion of the master, which he had exercised, and unless it was clearly shown he had exercised it wrongly they would not interfere; and they further emphatically repudiated the idea that the parties had a right to the assistance of lawyers to aid the commissioners.

We believe it is the custom in commissions of this sort to appoint eminent merchants at the port in question as commissioners; and then, if they have to call in legal assistance, they charge for it in a lump sum, together with their own fees, so that the solicitor's fees pass without objection; and this is no doubt the reason why the question has not arisen before. For the future, however, it will be improper to adopt this course. It was suggested that the case resembled that of two arbitrators being appointed, one by each party, where the expenses of counsel and attorney would be allowed. But arbitrators are in the position of judges and not of advocates, and the courts in every way discourage their representing the parties. Where, on the contrary, the witnesses are to be examined and cross-examined *vivâ voce* the examiners must represent the parties; and, if the examination the commissioners have to conduct requires legal training and legal knowledge, it seems that the parties must either appoint lawyers, or pay each on his own account the expenses of supplementary legal assistance.

IN OUR LAST ISSUE we expressed merely the general sentiment of the profession when we heartily welcomed Sir W. P. Wood to the Lord Chancellorship. In speaking of the unusual ability with which Lord Cairns discharged the judicial duties attached to the possession of the Great Seal, we utter also no more than is in everyone's mouth. His qualities as a sound lawyer, and his great strength and vigour, have enabled him to dispose of the appellate business as quickly as Lord Brougham did, giving at the same time a series of valuable decisisions.

In Lord Cairns' judgments may be noticed in perhaps an extreme degree that abandonment of an excessive veneration for precedent which characterises the Court of Equity of the present day, as contrasted with the same court fifty or a hundred years ago. We should very unwillingly exchange the system of our own courts for that of a foreign country such as France, in which scarcely any heed is taken of precedents; but at the same time respect for precedent may be carried too far, and the volumes of reports comprising about the period we have indicated will supply innumerable instances. It is almost ludicrous to see Lord Eldon or Lord Hardwicke painfully labouring to extract some grain of legal reason from a decision pronounced in favour of the Crown, *temp.* James II., or striving conscientiously through page after page over the Sisyphean task of attempting to digest a continuous principle out of a score of incongruous decisions. It is certain, however, that since then a change has come over the spirit of the judges.

The judgments of Lord Cairns afford a salient instance of this, and it is noticeable that they contain so excessively few citations. In *Jones* v. *Badley*,* for instance, the decision really amounted to—"I am sure this is the meaning of the statute, and if the cases cited are at variance with this, I cannot help that." In *Lloyd* v. *Banks*,† too, the important case upon putative notice, in the argument of which all the authorities were cited, from Sir Thomas Plumer downwards, as to notice to the trustee by an incumbrancer of the *cestui que trust*, it was noticed that Lord Cairns, in his judgment, did not refer to a single authority. If a judge of less power were to go as far, as Lord Cairns has done, we should be inclined to cry out. With a judge, however, of his profound knowledge and wide grasp, one can feel perfectly safe.

THE DOCTRINES OF TACKING AND CONSOLIDATION OF MORTGAGES.

Tacking amounts to the extension of a mortgage security to cover another debt which was not contemplated to be included when the mortgage was created. The rule which sanctioned this right in mortgagees has been condemned by almost all modern judges, as well as text-writers, as morally inequitable, but nevertheless the Courts have felt bound to carry it out to its logical sequences, which have amounted in fact to a considerable extension of the original principle laid down in the old cases; and indeed it is rather an embarrassing task to draw out, by means of a process of, as it were, equitable deduction, the judicial sequences of a principle which judges agree in estimating as inequitable, and, therefore, in the logic of the Court of Equity, illogical. The principle exists however, established so that nothing short of the Legislature can move it.

Tacking appears to have been grounded upon two principles. (1.) A certain reverence paid to the legal estate; as that where there are a legal title and an equity united in one man, he is not to be hurt by reason of a mere prior equity in another man. A principle which, at this date at any rate, consists in little more than words. And (2) to avoid circuity of action, and the necessity for a man suing twice for two debts instead of recovering both at once. A better principle than the other, for not only is it *primâ facie* convenient, but, unlike the other, it does not extend to the postponement of a *mesne* incumbrancer.

Tacking, as grounded on the first principle, is what Chief Justice Hale, in *Marsh* v. *Lee*, 1 Ch. Ca. 162 (1 Wh. & Tu. 2nd ed. 494), called "*tabula in naufragio*." A. has a first mortgage, B. a second on the same property, and C. a third; C. buys in A.'s mortgage, and having done this, he may, provided he had no notice of B.'s mortgage when he took his own security, "Tack" his original third mortgage on to the first, and so "squeeze out" B., who is not allowed to redeem the third mortgage without redeeming the first also. If when C. took his security he had notice of B.'s, he cannot, by getting in the first mortgage, squeeze out A.; but if he had no notice when

* 16 W. R. 713. † 16 W. R. 988.

he took his own security, it matters not that he acquired notice before he took the transfer of A.'s charge. He may even obtain the right to Tack by taking a transfer *pendente lite*, or at any point short of the decree in a foreclosure or redemption suit,—by that the priorities of the parties are settled. Conversely A., buying in C., may "Tack" C.'s charge on to his own first mortgage, and transferees of A. and C. may do as their transferors could have done. This principle of Tacking extends to advancing of judgments and all debts which are a lien on the mortgaged property, but nothing else.

Tacking, as grounded on the second principle, allows bond and other specialty debts to be Tacked to a mortgage security, as against the heir or beneficial devisee of the mortgagor, they being liable, in respect of the possession of the mortgaged estate, to discharge these debts. And, as against the personal representatives of the mortgagor of personal property, simple contract debts may be tacked to chattel securities.* So that on the principle of avoiding circuity of action a debt may, under these circumstances, be Tacked, which does not amount to a lien on the mortgaged property—if the party entitled to the equity of redemption be the party to pay the debt. And tacking on this principle does not extend to the squeezing out of a puisne incumbrancer.

The indispensables for "Tacking" are these: the possession of the legal estate, and that the last security should have been created without notice of the *mesne* one.

But there is another so-called equitable doctrine, akin to that of Tacking,—that of the "Consolidation of Mortgages." In its simplest form this doctrine empowers a man holding several mortgages of different properties granted by the same mortgagor to say—"You shall redeem all or none." In mere grammatical sense this amounts to Tacking, since it is the hooking or hitching on of a debt to a security which did not, when created, extend to secure it. But "Consolidation" is grounded in a different principle to that of Tacking, and its attributes are different. It differs from Tacking in this also,—that Tacking only alters the priorities of charges affecting the same subject-matter; while Consolidation throws on one property incumbrances charged on other properties. Like Tacking proper, Consolidation has been pronounced by the more modern judges to be of very dubious expediency; its reason, however, so far as that which is, or has become, radically unreasonable can have any, is founded in the maxim, "Who seeks equity shall do equity." Redemption being an equitable right (for at common law the mortgagor is foreclosed from the day named in the mortgage-deed for payment), the Court allows the holder of the mortgages to say to the mortgagor, "Redeem all, if you please, but I will not be partially redeemed." The idea being that one of the mortgaged properties may be amply sufficient to discharge its mortgage debts, while another may be of deficient value, and if the first were redeemed alone the mortgagee would suffer a loss on the second.

Mr. Fisher, at page 679 of the very useful second edition of his work on Mortgages, thus distinguishes between "Tacking" proper and "Consolidation." "It" (Consolidation) "depends upon a principle altogether different from that upon which the doctrine of Tacking properly so called, is founded; although the circumstance that the union of two or more securities is common to both has caused it sometimes to be treated as a branch of that doctrine. In Tacking, the right is to throw several debts, one or more of which are either lent upon inferior securities on the *same* estate, or are mere specialty debts, upon the protection of the legal estate, the dominion over which is the very foundation of the right: but the right which is now to be considered" (Consolidation) "depends upon the equitable principle that he who seeks the aid of the Court must do equity himself; and it enables a mortgagee to unite, and to hold united, securities on *different* estates until payment of the debts charged on both of them—to make one estate liable for a debt specifically charged on another. To give a right to Tack, one debt only needs to have been lent on the credit of the estate; it is sufficient that the other be merely a lien upon it, and where the doctrine of circuity applies, even that is unnecessary; but the essence of the other doctrine is, that there shall be several estates, each specifically liable for a particular debt. To the one, notice at the time of the advance is fatal; in the other, the right belongs to a mortgagee, who has taken several securities from the same mortgagor, and who, therefore, of necessity, has notice of the first mortgage when he takes the second."

We may notice here that where several properties (several distinct pieces of real estate, for instance) have been made the subject of successive mortgages, some mortgages embracing the whole and others only one or two of the properties, the rights of a holder of the first and a puisne security may depend on Tacking or Consolidation, according to the order in which these charges were taken. In such cases there is a little danger of confusing between the two principles.

It seems to have been thought at one time (*vide Watts* v. *Symes*, 16 Sim. 640; appealed, 1 D. M. & G. 240) that the Court of Equity would not extend the doctrine of Consolidation to the case of a mortgagee who himself sought the aid of the Court by a foreclosure bill. This notion, however, has long since been emphatically overruled (*vide Watts* v. *Symes*, *ubi. sup.*). As Consolidation, too, is not grounded in any consideration as to the legal estate, a mere equitable incumbrancer may consolidate as against other equitable incumbrancers (*Watts* v. *Symes*).

The essence of Tacking proper is the squeezing out a mesne incumbrancer; and it cannot fail to operate rather hardly upon the party who is thereby deprived of his priority. Mere Consolidation, however, so long as it is confined to one mortgagor and mortgagee, is not necessarily a hardship. If the mortgagor mortgages two estates to the same mortgagee, and if one of them be an adequate and the other an inadequate security, then upon the principle that every man ought to pay all his debts, the mortgagor can hardly complain at the mortgagee's being allowed to protect himself by saying "redeem both or neither." But even in this simple case, is it all necessary for the Court of Chancery to extend this roundabout species of protection to mortgagees? Would it not be equally just, as well as far simpler, to leave each mortgagee to his own prudence. For no man need lend on an insufficient security unless he chooses.

But if the rule of Consolidation does not at any rate operate hardly as between one mortgagor and one mortgagee, the case is very different when the interests of third and fourth parties come into play.

Thus, if A. mortgages Whitacre to M. and Blackacre to N., and afterwards X. takes a second mortgage of Whitacre, that is, a mortgage of the equity of redemption, X. may think it rather hard that if the two first mortgages on Whitacre and Blackacre happen to get together in the hands of one person, he, X., should be called upon to redeem, not only the first mortgage on Whitacre but also the mortgage on Blackacre. Nevertheless, so the rule is, for as Turner, L.J., said, in *Vint* v. *Padgett*, 2 D. G. & J. 613, "he must be deemed to have taken his security with knowledge that the two mortgages on the two estates, though then belonging to different mortgagees, might coalesce, and with knowledge of the possible consequences of their coalition." The rule is exactly the same, whether he be a purchaser of the equity of redemption for value, or a mortgagee (*vide* Vice-Chancellor Wood in *Beevor* v. *Luck*, 15 W. R. 1221, L. R. 4 Eq. 537). Further than this, it will make no difference if the equity of redemption has got split up into several interests. Baron Alderson, in *White* v.

* The principles of tacking are well explained in the new edition of Fisher's Law of Mortgage and other Securities (p. 649).

Hillaere, 3 Y. & C. (Ex.) 597, seemed to think that after severance of the equity of redemption had taken place, a mortgagee could not Consolidate as against the several transferees of the equity. This dictum, however, was subsequently doubted; *White* v. *Hillaere* was considered by Vice-Chancellor Wood in *Beevor* v. *Luck*, and the contrary was very clearly laid down.

Again, with respect to Consolidation as against a subsequent transferee, by mortgage or otherwise, of the equity of redemption, it matters not whether or no the party who took the transfer of the mortgages which he now claims to Consolidate, had or had not, when he took it, notice of the other party's interest: *Vint* v. *Padgett* (*ubi. sup.*).

Further than this, it follows from the principle which seems to run through all cases on this doctrine,—that those who take any interest from the mortgagor put themselves only in his shoes, and in no better position,—it follows from this, that if A. mortgages Whitacre to M., and afterwards N. takes a second mortgage, and if A., after all this has taken place, mortgages Blackacre to M., or any one else, then any one obtaining to himself the first mortgage on Whitacre and that on Blackacre, may Consolidate them as against poor N., and call on him to redeem both or neither. Thus, in *Tassell* v. *Smith*, 2 D. G. & J. 717, the facts amounted to this. In 1832 R. mortgaged some property to K. In 1841 S. took a second mortgage of the same property with notice of the first. In 1856 R. gave K. a security on some other property. The property mortgaged in 1832 was more than sufficient to pay K.'s mortgage of that date, but the security of 1856 was deficient. R. had become bankrupt, and K. claiming to have the deficiency on his 1856 charge made up out of the surplus of the property comprised in that of 1832, the Lords Justices (Knight Bruce and Turner) held that K. had a right to Consolidate as against S., and so to require S., as mortgagee of the equity of redemption in the 1832 mortgage, to redeem both mortgages or neither.

So that, as regards purchasers or mortgagees of an equity of redemption, the rule of Consolidation operates to make such an investment about as unsafe as an investment can well be. It enables the mortgagor, by granting a subsequent mortgage on other property, seriously to damage the mortgagee of the equity of redemption. The mortgagor may have had no other property to mortgage, at the time when he mortgaged the equity of redemption, but that fact may prove no protection to the second mortgagee, since if the mortgagor happens afterwards to get hold of something else which he can mortgage, then if that and the first mortgage get into the same hands, the second mortgagee may be called on to redeem both. There may have been on the first mortgage an ample margin for his second charge, but the subsequent incumbrance, if on inadequate security, may swallow up all that, and gape for more. It must be admitted that while this doctrine is in force an equity of redemption is a most unsatisfactory purchase.

In fine, the doctrine of Consolidation has of late years been marked by the disapproval of all the equity judges, as radically inequitable. It is true that no one need buy equities of redemption unless he chooses, and all must be taken to know of the doctrine and its operation; and we may assume that few persons lend on mortgage without the advice of a solicitor, whose duty it becomes to advise his client of the risk he runs by taking a second mortgage. Therefore no one can in law complain that he has been hardly used by this doctrine, because he must in law be taken to have been aware of its operation. But this is no argument for retaining the doctrine, for this much might have been said in favour of the most arbitrary and inequitable doctrine which ever was abolished. It applied, for instance, with equal force to a less inequitable doctrine—that which was swept away by Sir Roundell Palmer's Sales of Reversions Act. When once the *ratio* of any legal doctrine has become a legal fiction, the doctrine had better be abolished. Every system of law subsisting for administration in a highly civilised community must inevitably comprise much that is technical, much that the ninety-nine people out of a hundred cannot personally know or understand, though they must nevertheless be thereby bound; but the system need contain nothing that is merely arbitrary, and when once a legal doctrine or an enactment has become purely arbitrary, it has become a mere stumbling-block, and had best be done away with.

Tacking, of the kind which takes its origin in the avoiding circuity of action and two suits where one might suffice, is scarcely objectionable; the principle is good, and does not result in hardship to a *mesne* incumbrancer.

Tacking, of the kind which originates in a preference shown to the legal estate, has long ceased to have any rational signification, if indeed it ever had any; and it, moreover, works much hardship. The sole thing which can be said in its defence is that the third mortgagee cannot Tack over the *mesne* incumbrancer, if he had notice of him when he took his own charge. This, however, merely circumscribes the application of a bad principle.

For Consolidation there is, at this date, nothing whatever to be said. In the days when a mortgage was in effect what it still is in form, a mortgage or pledge which was lost to the mortgagor if he failed to repay the loan on the day named in the mortgage-deed, and when the interference of the Court of Equity in his behalf was a novel aid, there was at least some show of reason in this doctrine, though, as we remarked before, it might have been just as well to leave mortgagees to look after their own interests. But now-a-days, when no one ever contemplates the discharge of a mortgage at the end of the six months named in the deed, when the mortgagee lends without any idea of eventually owning the property himself, the doctrine has become a purely arbitrary one, an unnecessary complication, and productive of hardship.

POST-NUPTIAL SETTLEMENTS.

No. I.

The law as to the validity of post-nuptial settlements, in which term we do not include settlements executed in pursuance of articles made before marriage, speaking generally, rests upon the two statutes of Elizabeth. The operation of the first of these only we mean to consider on this occasion. These statutes, it is true, are applicable to the case of all voluntary settlements whatsoever; but inasmuch as at the present day, voluntary settlements rarely occur, unless in the form of a settlement made upon his wife and family by a married man, who may or may not be indebted within the meaning of the Act, we limit our observations upon this occasion to post-nuptial settlements.

The evil against which the 13 Eliz. c. 5, was intended to provide must have existed from a very early period, although in a different form to that which it assumes at the present day. It must be supposed that so soon as the law enabled men to put a portion of their property beyond their own control, as a provision for their families, they would endeavour to do so as a provision for themselves to the exclusion of their creditors. What the nature of the evil was at that early period may be guessed from the statute of Edward III. (50 Edw. 3, c. 6), the preamble of which is—"Item, because that divers persons inherit of divers tenements borrowing divers goods in money or in merchandise of divers people of this realm, do give their tenements and chattels to their friends, by collusion thereof to have their profits at their will, and after do flee to the franchise of Westminster, of St. Martin's-le-grand, London, or other such privileged place, and there do live a great time, with a high countenance of other men's goods and profits of the said tenements or chattels, till the said creditors be bound to take a small parcel of their debts and release the tenements."

The statute then ordained that, if it be found that such gifts be made by collusion, the creditors should have execution of the goods and chattels as if no such gift had been made.

This statute was re-enacted in substance by 3 Hen. 7, c. 4, but was evidently found insufficient to cure the evil at which the statute of Elizabeth was aimed. The 13 Eliz. c. 5, enacts (to condense the multitude of words in which the Legislature then delighted in clothing its ordinances) that gifts of lands or goods contrived to the end to delay, hinder, or defraud creditors and others, shall be void as against them, unless made for money or other good consideration *bonâ fide* and without notice. This exception involves a contradiction; for how can it be said that a gift is contrived to defraud where made for good consideration, *i.e.*, where land of a certain value is exchangod for money to an equal amount, or where the gift is made *bonâ fide*, *i.e.*, where the intent to defraud is wanting? The enactment, therefore, comes simply to this—that gifts contrived with an intent to hinder and defraud creditors are voidable by them. "Creditors and others," it will be observed, means merely "creditors," and "other good consideration" means valuable consideration, as distinguished from blood or natural affection; *Taylor* v. *Jones*, 2 Atk. 600; an interpretation which at once brings all post-nuptial settlements, where there is no valuable consideration, within the statute.

The statute is expounded in *Twyne's case*, 3 Rep. 81 a, and is declaratory of the common law; in other words, embodies the simple principle of justice, that a man is not to defraud his creditors by a voluntary alienation of his property. Though a penal Act, it is to be construed liberally, out of the desire of the interpreter of the law to suppress the frauds against which it was directed, and although originally applicable to voluntary alienation of lands and goods only, *i.e.*, such property as would be taken in execution, the statute now extends to every description of assignable property, as well as land.

It may, therefore, be stated as a general rule, that every settlement of property where the marriage consideration is wanting, and no valuable consideration passes, is voluntary, and, therefore, capable of being dealt with as fraudulent and void as against creditors, under the statute, if there be an intent either actual or presumed by the law to delay the creditors. If a man has a *chose in possession* he may give it away, but only by so doing or by a settlement on marriage can he get over the paramount right of his creditors to pay themselves out of his assets. The wife by her marriage purchases the provision for herself and the issue of the marriage which the husband makes for her; and if he be so improvident as to postpone this until after his marriage the law will not aid him further, but denies him the power to make any disposition of his property which shall override the right of these persons who were his creditors at the time, or under certain circumstances, of subsequent creditors.

The feeling which induces a man, especially a man whose capital is engaged in trade or other hazardous pursuit, to supply the omission to settle something on his marriage by a post-nuptial settlement, is the origin of most cases which, at the present day, are decided upon the Act. When a post-nuptial settlement has been executed under such circumstance, and is impeached by a creditor of the settlor, the question for the decision of the Court invariably is, was there an intent to delay, hinder, or defraud the creditors? And the Court, it is noticeable, on a liberal interpretation of the Act, will infer an *intent* wherever upon the facts of the case it appears that the *effect* was so: *Richardson* v. *Smallwood*, Jac. 552.

The principles which guide the Court at the present day to determine this question as to the settlor's intent are to be seen in *Spirett* v. *Willows*, 13 W. R. 329, a case which will be in the memory of the reader. The cases in which a creditor is defrauded, hindered, or delayed by a settlement within the meaning of the statute are divisible into two classes—the first involving those cases where the debt existed when the settlement was executed; the second, those where the debt originated subsequently to the execution of the settlement. In cases of the first class it matters not whether the settlor was or was not solvent at the date of execution; if the creditor can show that he is hindered by the existence of the settlement, the settlement must be annulled. This is according to the strict interpretation of the Act. The other class of cases, which may be said to be within the equity of it only, are those where the debt arose subsequently to the execution of the settlement. In these cases it is necessary either to show an express intent of the settlor to defraud the creditor, or that at some time subsequent to the settlement the settlor fell into a state amounting to insolvency, in which case the Court, acting upon a somewhat liberal interpretation of the statute, as one must own, treats the delay which is the effect of the insolvency, as the evidence of an intent to defraud the creditor, and thus brings the case within the statute. *Richardson* v. *Smallwood* was an instance of this. It would be hard to conceive a stronger case. There Sir Thomas Plumer entertained a suit to set aside a post-nuptial settlement of upwards of twenty years' standing, nineteen years after the death of the settlor, instituted by a creditor whose debt arose on a liability under the settlor's covenant long subsequently to his death. An extreme case, it is true, but it is certain that lapse of time, where the Statutes of Limitation have not run, does not affect the question, which is, was there an intent to delay the creditor?—a question which, as we have seen, the Court will answer by referring to the circumstances which attended on the execution of the settlement.

Nor, indeed, is it necessary that a creditor should prove the existence of a state amounting to actual insolvency in order to bring the case within the statute: *Skarf* v. *Scully*, 1 M'N. & G. 9. But the mere fact of the existence of a debt is not enough to let in the statute. No householder can be absolutely free of debt. The mere indebtedness of a man who owes his butcher and his baker money, with ability to pay them, is not enough to let in the statute. "Common sense would revolt," said Lord Alvanley in *Lush* v. *Wilkinson*, 5 Ves. 184, "at a decision that a voluntary settlement by the possessor of £3,000 a-year should be voidable if he happened to owe £100 at the time of executing it." There must be substantial indebtedness to bring the case within the statute. The creditor who seeks to displace a voluntary settlement must be prepared to show that he is delayed by the existence of it; or, if the debt was incurred subsequently, that the settlor has fallen into a state amounting to insolvency. In the latter case the Court, as we have said already, will infer the intent from the effect.

In deciding whether to impeach a post-nuptial settlement on either of the above grounds, a creditor must not take into account any debt the payment of which is firmly secured. The payment of any such debt, a mortgage debt, for instance, being provided for by the terms of the security, and so beyond the control of the settlor, the existence of it at the time of the settlement being made does not raise the legal presumption of intent: *Stephens* v. *Olive*, 2 Bro. C. C. 90. He must also bear in mind that, when he has made the settlement void, the property comprised in it becomes assets for the payment of the settlor's debts, and subsequent creditors are let in *pari passu* with himself: *Richardson* v. *Smallwood*. An important distinction between the Act and its companion, the 27 Eliz. c. 4, is that the former Act renders instruments which fall within its provisions voidable as against creditors only; against the settlor himself and those who claim under him such instruments are good enough: *Curtis* v. *Price*, 12 Ves. 89. This is of importance, as under it the person who settles the bulk of his fortune on his wife previous to entering into a speculation which may or may not result in large gains, finds that under the statute he has no further power over this fund than

he has reserved to himself, and this while his creditors may impeach it at any time. This is in accordance with justice, and the rule, as the Act is interpreted at the present day, is in the main undoubtedly so, although it must be admitted that cases like *Richardson* v. *Smallwood* sometimes occur to damp the ardour of the most zealous advocate of the rights of creditors.

The right being a creditor's right solely, it follows that the settlement is impeachable only so far as the claims of the creditor extend. When the debt is less than the settled sum, the settlement stands good as to the difference, and is equally unimpeachable with a settlement made before marriage. The Court too, it seems, will consider the source from which the fund comes, and deal with it accordingly. Thus, in *Spirett* v. *Willows*, 13 W. R. 129, the husband had made a post-nuptial settlement of property which accrued to him in the marital right, and the settlement being avoided at the suit of a creditor, the Court held that the wife's equity to a settlement attached to the fund thereby liberated. But we must pursue this subject on a future occasion.

RECENT DECISIONS.

EQUITY.

DEVOLUTION OF THE LEGAL ESTATE ON THE REPAYMENT OF A MORTGAGE TO A BENEFIT BUILDING SOCIETY.

Pease v. *Jackson*, L.C., 17 W. R. 1.

The rules of equity applicable for determining the preference as between persons having adverse equitable interests and the true value of the maxim *Qui prior est tempore potior est jure*, were very carefully considered by Vice-Chancellor Kindersley in *Rice* v. *Rice*, 2 Drew. 76. He remarked that the maxim is sometimes explained to mean (1) "As between persons having only equitable interests, *qui prior est tempore potior est jure*," which was not true, or (2) "As between persons having only equitable interests, if their equities are equal, *qui prior est tempore potior est jure*," which, though not so obviously incorrect as No. 1, he thought was not correct, as involving a contradiction, since if the one party has on account of priority of time a better right to call for the aid of the Court, the equities cannot be said to be equal. He, therefore, preferred to state the rule thus :—"As between persons having only equitable interests, if their equities are equal *in all other respects,—qui prior est tempore potior est jure.*"

Where the owner of one of the equitable interests has, without any fraud or anything tortious, got possession of the title deeds, he is considered as having a better right than the other to call for the legal estate, and so *qui prior est tempore*, &c., does not come into play.

The point decided by *Pease* v. *Jackson* is the application of the foregoing principles to the devolution of the legal estate on the repayment of a mortgage to a benefit building society, under 6 & 7 Will. 4, c. 32, s. 5, or rather the application of that enactment to the principles. Section 5 provides, though very clumsily, as it appears, for the devolution of property mortgaged to a benefit building society by a member, upon the repayment of the mortgage money. It empowers the trustees to endorse a receipt on the mortgage deed, "which shall be sufficient to vacate the same, *and vest the estate of and in the property comprised in such security in the person or persons for the time being entitled to the equity of redemption*," without any necessity for a formal reconveyance. The case turned upon the meaning of the words which we have italicised.

The facts were shortly thus :—The mortgagor made a mortgage to the Middlesborough Society, and afterwards the plaintiffs took a second mortgage, with notice of the first. Subsequently the mortgagor, having joined another society of Leeds, of which the defendants were trustees, arranged with the Leeds Society that they should pay off the Middlesborough Society. The representatives of the two societies and the mortgagor therefore met; the Leeds Society paid the sum due on the Middlesborough Society's mortgage, the Middlesborough Society endorsed on the deed a receipt to the mortgagor, and the Leeds Society took possession of that and the other title deeds. At the same time the mortgagor executed a new mortgage to the Leeds Society for a sum somewhat larger than the mortgage money just paid off; this new mortgage purported on its face to be made the day following, but was in reality executed at the time when the Middlesborough Society was paid off. The plaintiffs, the second mortgagees, claimed priority over the defendants, the Leeds Society. The Master of the Rolls held that they were so entitled. In *Prosser* v. *Rice*, 28 Beav. 68, 9 W. R. Ch. Dig. 44, he had held, in a somewhat similar case, the meaning of section 5 of the Act to be, that where a *puisne* mortgage had been created, the *puisne* mortgagee was "the person entitled to the equity of redemption." He now followed that decision.

On appeal, Lord Cairns held that the plaintiffs having taken their security with notice of the first mortgage, and the Leeds Society having paid their money direct to the Middlesborough Society, the first mortgagees, expressly in order to stand in the first mortgagees' shoes, and having moreover got possession of the title deeds, the Leeds Society had a better equity than the plaintiffs, thereby excluding the operation of *qui prior est tempore potior est jure*. Then came the question whether the Act had not vested a legal estate in the plaintiffs, so as to entitle them to priority. He said the enactment, though obscure, could not mean that the receipt should vest the mortgaged property in the next equitable incumbrancer in point of time (as the Master of the Rolls, in effect, had held). But that it must mean one of two things, either that the receipt should revest the property in the mortgagor, or should vest it in whoever, of all the persons interested in the equity of redemption, had the best title to call for the legal estate. On either of which constructions the better equity was with the defendants, the Leeds Society. But he gave them priority only as to the sum paid to the Middlesborough Society, and refused to allow them to *tack* their charge for the balance secured by their mortgage deed.

This latter refusal proves that *Prosser* v. *Rice* is distinctly overruled by the present case, because it shows that Lord Cairns awarded priority to the defendants simply in respect of the equitable interest which they obtained by paying off the first mortgagees, entirely disregarding the mortgage which they took by deed. The defendants in the present case distinguished *Prosser* v. *Rice*, on the ground that in that case the third mortgage was not, as in the present case, taken simultaneously with the extinguishment of the first mortgage. But, on the principle of Lord Cairns' decision, the party who, in *Prosser* v. *Rice*, paid off the first mortgage to the society, and took the deeds, would have been held by him to have the better title to call for the legal estate, and so to be the "person entitled to the equity of redemption."

REVIEW.

Precedents of Pleadings at Common Law; with Notes. By EDWARD BULLEN, Esq., late of the Middle Temple, and STEPHEN MARTIN LEAKE, Esq., of the Middle Temple, Barrister-at-Law. Third edition. Stevens & Sons. 1868.

The third edition of a work now so well known as this would require only a passing notice by us but for the lamented death, while the edition was in the press, of the eminent special pleader to whose name and reputation the great success of the original work was doubtless in a great measure attributable. We learn from the preface that more than half the work (including the introductory notes to pleas, as well as to declarations) had been printed before Mr. Bullen's death, and that a further portion was then in the hands of the printer. For the alterations and addi-

tions in the remainder of the work, as compared with the last edition, the surviving editor is to be held responsible, although they are founded to a considerable extent on notes of the late Mr. Bullen. We have reason to know that Mr. Bullen, than whom no man was more painstaking or accurate, made it his constant habit, not only to note in his book new cases, but also any new points in pleading which came before him in his extensive practice. Thus Mr. Bullen may be considered in this edition to have left as a legacy to the profession the benefit of his practical experience in pleading up to the date of his death. The reputation Mr. Leake has gained by his recent work on Contracts will be a sufficient guarantee that those portions of the Precedents and Notes for which he is more immediately responsible are the work of a sound lawyer and accurate writer, if not of so practical and experienced a pleader as his late partner.

The value of these precedents, so far as their primary use is concerned, is well known. Not only may precedents be found which in the great majority of cases may be used as they are given, but the pleader who prefers, as most do, to frame his own pleadings, by comparison with the analogous precedents, may at once satisfy himself that he has made no slip in those small matters of form, such as even the most experienced are liable to make in the hurry of business. There is, however, another purpose for which the work is not less valuable than for its primary one, namely, as a handy digest of law. Its value in this respect is derived partly from the enormous number of cases referred to (nearly six thousand as appears from the index of cases in the present edition), but more from the arrangement according to subject matter, enabling any one at once to find what he wants if the book contains it. This arrangement makes it peculiarly suitable for noting up cases, and also enables the new matter to be so incorporated with the old, that the new edition is not inferior to a newly published work of the present date, as most new editions are. The bulk of the volume is now unhappily, but, of course, inevitably, increased. We ought not to omit to notice that there is rather a long list of *addenda* and *corrigenda*, consisting principally of references to new cases decided since the first portion of the new edition was in print. A purchaser should note them in their proper place in the volume, and as he does so, he will find a proof of the value of the work, by seeing how often the recent decisions go to affirm propositions contained already in the notes, and how seldom to contradict or vary them. To all in the profession, whatever their peculiar branch or degree, if only they ever have anything to do with common law, this work is valuable, and only those who can rely on the industry with which they have noted up cases in their copies of the former editions, can afford to dispense with the present one.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, December 17, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
0	1	0	0	8	16	6	21	9	16	20	16

MASTER OF THE ROLLS.

Dec. 10.—*Daw* v. *Eley.*

Contempt of Court—Publication of letters commenting on matters sub judice.

The question in this suit, by a patentee of brass-soldered cartridges, was whether or not Mr. Daw's invention was at the date of his patent a novel one.

Jessel, Q.C., and *Roberts* now moved to commit Mr. Charles Hastings Collette (Prichard & Collette) the defendant's solicitor, for contempt of court in writing certain letters published in the *Volunteer Service Gazette*, under the signature "Copper Cap," on the ground that the letters were calculated to influence the administration of justice in the question pending in the suit. There was also a motion to commit the editor.

Southgate, Q.C., and *Langley* for Mr. Collette.

W. W. Karslake, for the editor of the *Volunteer Service Gazette.*

Dec. 11.—Upon the conclusion of the argument, this day,

Lord ROMILLY, M.R., said—I will read the letters before I dispose of the matter finally; but as it strikes me at present, I think the conduct of Mr. Collette cannot be defended. It is obvious that the principle is quite established in all these cases. It is that no person must do anything with a view to pervert the sources of justice or the proper flow of justice; in fact, they ought not to make any publications or to write anything which would induce the Court, or which might possibly induce the Court, or the jury, the tribunal that will have to try it, to come to any conclusion other than that which is to be derived from the evidence in the cause between the parties, and certainly they ought not to prejudice the minds of the public beforehand, by mentioning circumstances relating to the case. Now, if that is done with the intention of perverting the ends of justice, there is no question that the Court could stop it, and very often it will judge for itself what are the fair inferences to be derived from the publications which appear. But it must also go beyond this. It must stop the publication of these things where the evident result would be to affect the administration of justice, though that might not have been the direct intention of the person who did it. But now, look at this case. The main question is this, whether Mr. Collette is justified in writing his first letter of the 26th of September, which is the first letter on the subject. There is a leading article before that upon the subject, but the leading article does not say a word, as far as I have seen, as to the priority of any invention. It does not say anything with respect to the validity of Mr. Daw's patent, whether in fact he had been forestalled by anyone before him; it does not mention anything relating to it. But Mr. Collette's letter treats of nothing else, as it appears to me, with the exception of this, at the beginning—"The writer of the article in your last issue, under the heading, 'The Cartridge of the New Military Rifle,' can have scarcely given the subject a practical consideration when he places the Daw cartridge in comparison with the present Boxer service cartridge, particularly when he says that the Daw cartridge approaches the first essential more nearly than the Boxer, the first essential being safety." If it had stopped there (and I am not now considering the position Mr. Collette filled), and it had been nothing more than this, or an enlargement upon it, it might have been said that it was a fair discussion of a public question of the merits between two particular patents. But he says this—"The cartridge submitted by Mr. Daw to the committee was, &c.—had all been in public use before Mr. Daw's patent of March, 1867." What has that to do with the comparative merits of the two? "A. M. Rochatte, of Paris, in January, 1867, obtained provisional protection," and so on. He refers to that, and then states various things and disadvantages which there were in it. After stating some other similar things he goes on, "and here I venture to say . . . Mr. Daw in all his cartridges uses Snider's process." That is not a question of whether one is better than the other. That is stating that Mr. Daw's patent is worth nothing because he is using an old process. Then it goes on. "This is in all respects similar to 'Pottef's base arrangement,' except that the 'anvil' is cylindrical and grooved up the side." That is not a question whether one is better than the other.

Southgate, Q.C.—That is all that is claimed in the suit.

The MASTER OF THE ROLLS.—Then I must hear the suit in order to know whether this will prejudice it or not. There are things expressly stated in these letters to show that Daw's patent cannot be original. Then you observe that this is put in not by a mere stranger, who might say that he really knew nothing at all about it, but it is put in by the solicitor of the gentleman who is opposed to Mr. Daw. Surely that is a very strong feature in the case. He must wish that his client should succeed, and I venture to say that there is no solicitor in the court who would not, in the same position, feel the same thing; and it is impossible that a solicitor can safely act in a matter of this description in writing an article in a paper which, if believed, must have a beneficial effect upon his client, and afterwards say, "I had no intention of that sort at all, however much I may wish for it." It must be regarded as an endeavour to interfere with the due administration of justice. Where is the line to be drawn? It is highly important that the Court should not

allow steps of this sort to be taken by the officers of the Court in causes in which they are engaged, which possibly may have an effect favourable to their client, or unfavourable to the other side. I may further say that if I am to go minutely into every sentence of a letter which is written in a public newspaper, to say this is questionable and that is doubtful, and the like, it is imposing a task and a duty upon the Court which it will be impossible to perform. There is one distinct line drawn, which is this, that gentlemen who are concerned for contending clients in this court, whether solicitors or counsel, should abstain entirely from discussing the merits of those questions in public print. If they do it at all they ought to put their names to their communications; but to let the public suppose that it is merely done by a person who takes a great interest in matters of this description, and has great knowledge of the subject, and that he discusses the question in a public point of view, when, if the fact were known, he is the solicitor of the defendant, and has the strongest possible interest in his success, appears to me conclusive upon that point.

Dec. 14.—Lord ROMILLY, M.R., now gave judgment upon the two motions, as follows:—I have little to add to what I stated on Friday, when I explained the reason which induced me to take the course which I now intend to take. The perusal of the articles confirms me in the view I have taken, and it must be admitted by everybody to be an extremely improper thing for a solicitor in a cause to write an article in a paper which may either directly or indirectly be believed, and which may influence the suit upon which he is engaged. I do not believe it was done with any improper motive, but it was done with great want of judgment. My opinion from reading these papers and the comments and remarks in the anonymous publication in the *Volunteer Service Gazette*, is that it has the direct effect of influencing the suit, and therefore I am obliged to make the order that I have been obliged to make on former occasions, and which was made by the present Lord Chancellor in the *Tichborne case*. I shall make the same order as before, but I shall direct that it shall not be acted upon for a fortnight, in order that Mr. Collette may take the opinion of a superior tribunal upon the subject, or he may make an apology and pay the costs of the motion. It appears to me, to say the least of it, to be a serious error of judgement on the part of Mr. Collette, and it is necessary that the Court should interfere. When I look at the case of the editor, I think that he did not show quite the forbearance towards Mr. Daw that he might have done, considering how materially interested Mr. Daw was, and that he might have made some little excuse for the warmth Mr. Daw showed upon the subject. At the same time, there is nothing I can find against the editor, for which I can require him either to make an apology or to pay the costs of this motion, but I cannot give him costs—that is out of the question. He has certainly shown a tendency to decide against Mr. Daw; I also feel for the difficult position in which an editor is placed in such cases; but as I said before, with respect to him I can make no order. With regard to Mr. Collette, I must make the order which I make generally. I do not wish to be misunderstood: the order is, that Mr. Collette stands committed for contempt of this Court, and I desire that the parties will understand that it is my desire that the order shall not be enforced for a fortnight, to enable Mr. Collette to have the opinion of a superior tribunal if he be so advised, or, in case he should desire to make an apology for the error which he has committed in publishing these things, then he would pay the costs of the motion, and for that reason I desire that this order may not be enforced for a fortnight. I would have given a longer time, but that you have not got a longer time before Christmas. I have no doubt that the Court of Appeal will hear him if necessary.

Southgate, Q.C.—Your Lordship knows that the next seal is on Thursday, and that involves deciding whether we appeal or not.

Lord ROMILLY, M.R.—If Mr. Collette determines to appeal, and you apply to the Lords Justices, I think you ought to make up your mind before Thursday next.

Jessel, Q.C.—We have no intention of sending Mr. Collette to prison. I have no doubt that he will apologize, and not appeal.

Dec. 15.—Lord ROMILLY, M.R.—Mr. Southgate, I wish to say a word with reference to the case of *Daw* v. *Eley*. I think the observations that I made on that case have been misunderstood. I gave at great length a full statement of my reasons on the day on which the case was heard; but it seems to have been supposed that my judgment would prevent a free discussion of the merits of inventions, or anything of that description, in the newspapers. My intention was far from that. In fact, the argument of Mr. Southgate for Mr. Collette was that it was confined to that, and if I had been of that opinion the Court would not have interfered at all; but there was another question which had nothing to do with the merits of the invention; which was, whether Mr. Daw's invention was new? That is the question to be tried in the cause. It was for discussing that question and arguing against the novelty of the invention, which had nothing to do with the merits of it, that I thought Mr. Collette had made himself liable to the censure of this Court. So, also, with respect to the newspaper editor; it was not for any grave discussion such as appeared in the newspaper that this Court interfered at all, but that, after he had notice that the gentleman who wrote the anonymous paper was the solicitor of the defendant, he allowed another letter of his attacking the novelty of the invention of the plaintiff to appear, which had nothing to do with the merits of the invention, and also had refused to Mr. Daw the admission of his defence of the novelty of his own invention, for which reason I thought he was not entitled to his costs. If the observations which I made (and I read the passages which I thought established that, when the motion was first made) had been reported, I do not think they could have been liable to misapprehension; but as the misapprehension is a very important one I thought it rather desirable that I should set it right in that respect.

ELECTION PETITIONS.

JUDGES' CHAMBERS.—Dec. 16.

(Before WILLES, J.)

Mr. Justice Willes attended at chambers this morning to hear summonses for the delivery of particulars in election petitions, where bribery, corruption, and intimidation had been charged in general terms.

He desired it to be understood that under the 44th rule an error had been made in taking a summons before Mr. Baron Cleasby, who was not one of the judges on the rota.

The Salford Petition.

Gen. Ord. VI.—Particulars of Evidence.

This was a summons by the respondents for particulars of evidence under the 6th of the General Orders under the Act.

Lanyon (instructed by Messrs. Reed, Phelps, and Sidgwick) appeared for the petitioners, and contended that if the particulars were given at once the witnesses would be spirited away, and the whole object of the Act be defeated.

Lumley Smith (instructed by Mr. Tahourdin) appeared for the respondents, the sitting members, and argued that it was absolutely necessary to have the particulars of the general allegations in order that the sitting members might be in a position to meet the charges made.

WILLES, J., said he should not decide anything before consulting the other judges, but he felt disposed to say that particulars should be given six days before the trial, but not to exclude evidence subsequently discovered.

The Westminster Petition.

This was a similar summons.

Lanyon appeared for the petitioners,

Mr. Ford (Rogerson & Ford) said he had in his summons asked for particulars so far as they were now known to the petitioners; and that upon any additional cases coming to the knowledge of the petitioners, the sitting members' advisers might have twenty-four hours' notice of them He produced an affidavit made by Mr. W. H. Smith, M.P., stating in the most explicit manner that he was wholly unaware of any corrupt practices, and did not believe in their existence. The like affidavit was also made by Mr. Ford himself. He commented upon the difficulty in which the sitting member was placed, in the absence of particulars, seeing that 7,648 electors voted for Mr. Smith out of a constituency of 18,839.

His LORDSHIP said—I think it is so important that orders made under this Act should be precedents, and that parties in other petitions should not have the trouble of coming here upon the chance of one judge doing what another will not, that before giving any decision I shall consult the other judges. But I may say that I consider that the affidavits

made by the sitting member and Mr. Ford in the Westminster petition very important.

Lumley Smith then applied for leave to put in a similar affidavit from the sitting members in the Salford case, and permission was granted.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Dec. 15.—*Moss* v. *Cutler*.

An attorney not entitled to charge for advice in a cause in which he is engaged as advocate.

The plaintiff, Mr. Alfred Moss, an attorney, claimed £1 8s. 4d. for professional services, including an appearance in this court on behalf of defendant. The plaintiff having proved the due delivery of his bill,

Mr. PITT TAYLOR said in these courts the fee for attendance included any advice necessary in the cause. Mr. Moss would be entitled to 15s. for appearing, and the judgment must be for that amount.

An application of an odd kind was made to Mr. Pitt Taylor at this Court on Tuesday. It appeared that an action had been commenced in one of the superior courts against the high bailiff of the Lambeth Court, for some alleged irregularity in executing certain process. On the high bailiff's application, under the 10th section of the "County Courts Act, 1867," the superior court judge ordered the cause to be sent to Lambeth for trial. The 10th section requires that, with the judge's order, the original writ shall be lodged with the registrar of the court to which the cause is sent. In this case the original writ had been lost, and the registrar had refused to enter the cause without it. The application was that a copy of the writ should be accepted. Mr. Taylor refused to grant the application, adding that the cause ought not to be sent to him, as one of his own officers was a party to it. That fact could not have been made known to the learned judge who made the order, or he would certainly have sent the cause elsewhere. In the course of the conversation it was stated that the bailiff himself had desired the cause to be sent to Lambeth.

POLICE COURTS.

CLERKENWELL.

(Before Mr. COOKE).

Metropolitan Gas Act (1860), *ss.* 16, 17.

The Secretary of the Chartered Gas Company was summoned by Mr. G. Fowler, beerhouse and refreshment-room keeper, for failing, contrary to the provisions of the Metropolitan Gas Act, 1860, to supply gas. It appeared that Mr. Fowler, having fitted up a beerhouse, asked the gas company to put on the gas. This they refused to do without security, but afterwards consented to accept a promissory note for £5, payable on demand, as security. This was in the middle of September. On the 13th of November two men from the gas company called on Mr. Fowler, and asked if he was prepared to pay the £5. He said he should have been had notice been given him, and then he was told that if he did not pay that amount at once the gas would be cut off. As he could not pay the amount demanded the men went downstairs and cut off the gas, and it had remained so ever since.

W. Wright for the prosecution; *Montagu Williams* for the company.

Mr. COOKE said he was of opinion that the company, having accepted the promissory note, were bound by it with all its contingencies until it was given up, or notice was given that they held that security to be invalid, in which case the company might in writing require Mr. Fowler to give proper security, and he, in case of a difference arising as to the security itself, might refer the matter to the decision of a magistrate. He thought that the whole tenor of the Metropolis Gas Act and the gas works clauses incorporated in it contemplated and required that notice should be given by the company to the consumer before they discontinued the gas when once supplied. The 16th and 17th sections of the Incorporated Act provided for the cutting off the service pipes and gas if the rent due for the same were in arrear, the company giving the consumer twenty-four hours' notice of their intention to enter the premises for the purpose of carrying away the pipes. The 17th section provided that should the company, where the security was agreed on by the parties or determined by the magistrate, wilfully fail for fourteen days thereafter to provide and lay all proper and sufficient communication, service, and other pipes, or to furnish a supply of gas, then, and in every such case, the gas company should, on a summary conviction, forfeit and pay to the consumer a certain penalty. It was clear that this was not limited simply to the laying on the pipes and supplying the gas in the first instance, but must in common sense be taken to mean the continuous supply of the gas. Otherwise, the company might, having fulfilled the condition, immediately disconnect the pipes and leave the consumer without means of redress. He thought, therefore, the security accepted by the company was existing, and that they had improperly discontinued the supply of gas to Mr. Fowler's premises. Without doubt, great inconvenience had arisen to Mr. Fowler. He fined the gas company 10s. per day from the day of the gas being discontinued to the day of the summons, and allowed £2 4s. as costs.

Montagu Williams asked for a case as to the construction of the 17th section.

Mr. COOKE said that he would grant one, but he should hold as a fact that the security was an existing security at the time.

APPOINTMENTS.

The legal appointments now made by the new Government are as under:—

		ENGLAND.
Lord Chancellor	...	Lord Hatherley—(late Sir W. P. Wood, Lord Justice of Appeal in Chancery).
Attorney-General	...	Sir R. P. Collier.
Solicitor-General	...	Sir (late Mr.) John Duke Coleridge.
Judge Advocate	...	Sir Colman O'Loghlen.
		SCOTLAND.
Lord Advocate	...	Mr. Moncrieff, Q.C.
Solicitor-General	...	Mr. G. Young, Q.C.
		IRELAND.
Lord-Chancellor	...	Mr. Justice O'Hagan.
Attorney-General	...	Mr. Sullivan, Q.C.
Solicitor-General	...	Serjeant Barry.

The Right Hon. HENRY AUSTIN BRUCE has been appointed Secretary of State in the Home Department, *vice* the Right Hon. Gathorne Hardy, M.P. Mr. Bruce was called to the bar at Lincoln's-inn, in November 1837, but practised for only six years. He was police magistrate of Merthyr Tydfil from 1847 till 1852.

The Right Hon. EDWARD CARDWELL, M.P., has been appointed Secretary of State for War, *vice* the Right Hon. Sir John Pakington, M.P. Mr. Cardwell was called to the bar at the Inner Temple in November 1848, but has never practised.

The Right Hon. ROBERT LOWE, M.P. for London University, has been appointed Chancellor of the Exchequer, *vice* the Right Hon. George Ward Hunt, M.P. Mr. Lowe was called to the bar at Lincoln's-inn, in January 1842, and practised at the bar in Sydney till 1851.

Mr. MOUNTSTUART ELPHINSTONE GRANT DUFF, M.P., has been appointed Under-Secretary of State for India. Mr. Grant Duff is of Balliol College, Oxford, and in 1853 gained the studentship offered for competition by the United Inns of Court, and in 1854 graduated LL.B. in honours at the London University. He was called to the bar at the Inner Temple in November, 1854, and went the Midland Circuit, but does not now practise.

Mr. JAMES STANSFELD, Jun., M.P., who has been appointed Third Lord of the Treasury, is the only son of the judge of the Halifax County Courts, and a son-in-law of Mr. William Henry Ashurst, a London solicitor. He was educated at the University of London, and was called to the bar at the Inner Temple in January, 1849. He has sat for Halifax since April, 1859, and was a Lord of the Admiralty from April, 1863, till April, 1864, and Under-Secretary of State for India for a short period in 1866.

Mr. ACTON SMEE AYRTON, M.P. for the Tower Hamlets,

who has been appointed one of the Secretaries for the Treasury, is a son of the late Frederick Ayrton, Esq., of Gray's-inn, and formerly of Bombay, and was called to the bar at the Middle Temple in April, 1853. Mr. Ayrton has been M.P. for the Tower Hamlets since April, 1857.

Mr. Philip Francis, judge of the Supreme Consular Court at Constantinople, has been granted, by letters patent, the dignity of a Knight of Great Britian. Sir Philip Francis was called to the bar at the Middle Temple in November, 1845, and formerly practised at the Surrey Sessions. In May, 1861, he was appointed Law Clerk to the Supreme Consular Court at Constantinople, and became Legal Vice-Consul to the Consular Court in Egypt in November, 1864. About a year ago he succeeded the late Mr. Logie as judge of the Court at Constantinople.

Mr. Henry Longley, Barrister-at-Law, has been appointed an Inspector under the Poor Law Board, *vice* Mr. Edward Gulson. Mr. Longley is a son of the late Archbishop of Canterbury (Dr. Longley), by the eldest daughter of the first Lord Congleton. He was called to the bar at Lincoln's-inn in November, 1860, and has hitherto been a member of the Northern Circuit, practising also at the West Riding of Yorkshire Sessions.

Mr. Francis D. Longe, Barrister-at-Law, has been appointed Private Secretary to Mr. Goschen, President of the Poor Law Board. Mr. Longe, who was called to the Bar at the Inner Temple in April, 1858, and was formerly a member of the Norfolk Circuit, acted for some years as an Assistant-Commissioner on the Children's Employment Commission, and more recently was an Assistant-Commissioner on the Boundary Commission.

Mr. James W. Handley, Barrister-at-Law, has been appointed Government Pleader at Madras, *vice* Mr. Brockman.

Mr. George Young, the newly appointed Solicitor-General for Scotland, became a member of the Faculty of Advocates in 1840, and was Solicitor-General for Scotland from 1862 to 1866.

GENERAL CORRESPONDENCE.

Bastard Eigne and Mulier Puisne.

Sir,—A question has occured to me relative to the law of *bastard eigne* and *mulier puisne* upon which I shall be glad to have your opinion and that of any of your correspondents. The question referred to is no less than whether or not the whole law upon this subject has not been impliedly abolished by the Inheritance Act, 3 & 4 Will. 4, c. 106.

The doctrine alluded to may be concisely stated thus. If a tenant in fee, who has a bastard son, afterwards marries the mother, and by her has a legitimate son, and then dies; here "if the *bastard eigne*" (I quote Step. Com. vol. i., p. 441, 5th ed.) "enters upon the land, and enjoys it until his death, and dies seised thereof, whereby the inheritance descends to his issue, the *mulier puisne* and all other heirs (though minors, married women, or under any incapacity whatsoever) are totally barred of their right"—barred, that is, both of their right of entry and of their right of action.

Before considering the operation which the statute mentioned has upon this doctrine I propose to inquire for the principles upon which the doctrine itself is based, prefatory to which inquiry I shall glance at the old law of descents as being very intimately connected with the subject under consideration.

By the canons of inheritance, as they stood prior to 3 & 4 Will. 4, c. 106, it will be remembered, the descent was in every case to be traced from the person last seised. It was necessary that he should be of the blood of the purchaser, it is true, but on that sole condition the descent was traced from the person last seised, and from that person alone. *Seisina facit stipitem.* If a man of the same blood as the purchaser could make himself heir to the person last seised he succeeded, and it mattered absolutely nothing whether or not he was heir to the purchaser. Indeed, so thoroughly was the purchaser's heir, as such, cut off from the inheritance, that the estate would rather escheat to the lord than fall to him—thus affording, perhaps, the strongest contrast between the late law and the present; and so rigidly was this rule followed that we find Littleton (lib. 3, c. 6, s. 385) declaring "that if a man seised of certain lands or tenements is by another disseised, and the disseisor hath issue, and dieth of such estate seised, now the lands descend to the issue of the disseisor by course of law as heir unto him. And because the law cast the lands or tenements upon the issue by force of the descent, so as the issue cometh to the lands by course of law, and not by his own act, the *entrie of the disseisee is taken away*," and he is put to his action. Thus the disseisee lost his right of entry solely by reason of the descent. As long as the disseisor lived, as he had nothing but a naked possession, it is plain that the disseisee might have entered and ousted him; but, so highly was the single act of descent regarded by the law that when the descent was once cast, the heir of the disseisor acquired *jus possessionis*, and the disseisee could not enter upon his possession and evict him, but was put to his action.

But, although the disseisee lost his right on entry, he still retained his right of action. In the case of the *mulier puisne*, however, the law went one step further, and, in addition to depriving him of his right of entry, stript him also of his right of action.

Why the law should have shown such exceptional severity towards the *mulier puisne* is not very obvious. One of the reasons given by the books is that it was intended as a punishment on the *mulier* for his negligence in not entering on the land in the lifetime of the bastard, and evicting him. This might, perhaps, account for the law depriving him of his right of entry, for in general it did the same in the analogous case that I have noticed of a man who had been disseised by another, to whose heir the lands had descended; but this would scarcely account for its depriving him of a right of action allowed to those in a similar predicament. Indeed, the very circumstance that the *mulier* was so exceptionally treated would cause us to suspect that there was some special reason arising out of the peculiar circumstances of this particular case.

Two such special reasons (if I may so call them) are ready to hand; the first of which (being given by authorities who are entitled to the most profound respect) is to the effect that the law would not suffer a man to be bastardized after his death, who entered as heir, and died seised, and so passed for legitimate in his lifetime (2 Black. 248; Co. Litt. 244a). Unfortunately, however, in the second authority I have vouched, it is not only admitted that this rule is only good in the case I am considering, but in the preceding page it is in effect shown not really to exist even here. For we find Lord Coke there says, "If the bastard dieth seised, without issue, and the lord by escheat entreth, his dying seised shall not bar the *mulier because there is no descent*," which shows that the matter about which the law was concerned was the *descent*, and not the punishment of the *mulier*. But this argument is, I think, at the present day, generally looked upon as fallacious.

Of all the reasons afforded for this rule, the one that I think is most satisfactory (although perhaps not entirely free from objection) is the second one alluded to, viz., that inasmuch as the canon law, following the civil, allowed a bastard *eigne* to be legitimate, on the subsequent marriage of the mother, therefore the law of England (though it would not admit either the civil or canon law to rule the inheritances of this kingdom yet) paid such a regard to a person so peculiarly circumstanced, that after the land had descended to his issue, it would not unravel the matter again, and suffer his estate to be shaken (1 Steph. Com. 442).

Here we see why the *mulier* was so exceptionally treated by being deprived of his action. It was not the result of any severity specially directed against him; but arose as a necessary consequence of the indulgent exemption from action extended by the law to the exceptionally unhappily situated bastard. It will be observed that this exemption was not permitted to the bastard until "*after the lands had descended to his issue.*" This seems to me important; for I cannot but think that the main inducement for the establishment of this rule was the fact of the descent. "*The descent bindeth*," says Lord Coke (p. 244); again, "If the bastard dieth seised without issue, and the lord by escheat entreth, this dying seised shall *not* barre the *mulier, because there is no descent.*" . . . "But if the bastard dieth seised, his wife *enceint* with a sonne, the *mulier* enter, the sonne is borne, the issue of the bastard is barred: for Littleton putteth this case that there must *not only be a dying seised, but also a descent to his issue.* . . . And so it is to be understood," (that is, that the *mulier* shall be barred) "albeit the *mulier*, after the decease of the bastard, doth enter before the heire

of the bastard: *for the descent bindeth*, and not the entrie of the heire. . . . Here *by the dying seised* of the bastard his issue is *become lawful heire*" (*ibid.*). And the same venerable author tells us that the rule is the same even in the case of infancy, &c., "because the issue of the bastard is in judgment of law *become lawful heire*" (*ibid.*). From all these quotations it seems to me clear that the fact of the *descent* was the most important point in the case, and although that descent was not perfect, and consequently the title which it conferred upon the bastard's son not indefeasible; yet, partly owing perhaps to the compassion noticed, and partly, possibly, to another reason, which I shall presently mention, the heir of the bastard was held to have a sufficiently *colourable* title for the law to forbid the subject to be opened at so late an hour; for "the law more respecteth him that hath a colourable title, though it be not perfect, than him that hath no title at all" (*ibid.*).

The extreme difficulty which must have been experienced, at the early time this rule was originated, in ascertaining with any degree of certainty the legitimacy or illegitimacy of the alleged bastard may have been the other reason just referred to. For it must be remembered that there was at that time no register of births, deaths, and marriages (not to mention countless other conveniences) as there is at present, for the record of baptisms and marriages occasionally kept by some of the monasteries were too irregular and uncertain to be relied upon in judicial proceedings. From the length of time, too, which would generally elapse between the bastard's birth and death, the *mulier* would, by his own delay, have gained a great and undue advantage over his opponent. The father of the bastard and the bastard himself must of necessity be dead; and in the ordinary course of things the bastard's mother and her cotemporaries (those, that is, who after the parents would be best able to speak to the fact) would be dead likewise. It is possible, moreover (and not at all improbable), that the bastard's wife—the mother, I mean, of the heir of the bastard—would be dead also. Thus, had the question of legitimacy been allowed by the Courts to have been raised there would have been a direct inducement held out to all younger brothers to have quietly awaited the deaths of their parents and elder brothers, and then, when all evidence of the latters' legitimacy was effectually lost, to have come forward with a perjurious charge of bastardy against their elder brothers, and so, by the instrumentality of a court of justice, to have stripped their unhappy nephews of the whole of their estates.

Shortly, then, this rule seems to have sprung from the combination of three causes—first, from a feeling of compassion for the bastard *eigne*, which was perhaps the more readily indulged in by reason of the *laches* of the *mulier;* secondly, because the bastard's son had become clothed with the legal title; and thirdly (as that title would not have borne a very close examination) because the law declined to allow such question of title to be raised: for which latter determination it may have been moved, partly by such compassion aforesaid, and partly (and perhaps principally) by the extreme difficulties which lay in the way of obtaining satisfactory proof.

Thus stood the law down to the end of the year 1833. On the 1st of January, 1834, the Act to amend the law of inheritance (3 & 4 Will. 4, c. 106) came into operation; and the question to be answered is, Has this statute any, and if so what, effect upon the doctrine I have been considering?

Now section 2 enacts "that in every case the descent shall be traced from the purchaser," and the same section goes on to declare that the person last entitled to the land shall, for the purposes of that Act, be considered to be the purchaser thereof, unless it shall be proved that he inherited the same, in which case the person from whom he inherited the same shall be considered to have been the purchaser, and so on, *in infinitum*. To apply this to the case before me. The bastard dies, and I am to seek the person entitled to the land he held in his lifetime. The question that I immediately ask is, Was the bastard the purchaser of the land? to which I am answered, no; he derived it from his father. The next thing I seek to know is, how the father acquired it, and it will be sufficient for my present purpose to suppose that I find he acquired it by purchase. The father being the purchaser, it is the heir of the father whom I must seek; and the heir of the father is manifestly *not* the bastard heir *but the mulier puisne*.

Suppose, again, the *mulier* to be dead and his son to bring an action of ejectment against his natural cousin, the bastard's son, the bastard of course being also dead. The question that the Court would have to decide would be—Who is entitled to the possession of the estate? The Inheritance Act would be its guide, and from that it would learn it is to seek for the heir of the purchaser. Who then is the purchaser? The Act supplies the answer: "The person last entitled to the land shall, for the purposes of this Act, be considered to have been the purchaser thereof" (section 2); and what is the signification of the term "person last entitled to the land?" "The expression 'person last entitled to the land' shall extend to the last person who had a *right* thereto, *whether he did or did not* obtain the possession or the receipt of the rents and profits thereof" (section 1). It is clear that the bastard's son (except by virtue of the Statutes of Limitation which, as they in no way affect the present question, I lay on one side) can have no better "right" than his father. Now, his father was a bastard, who could be heir to no one, and it is not pretended that he purchased. It is clear, therefore, that whoever has a "right" to the land, it cannot be the bastard's heir. The son of the *mulier*, on the other hand, claims through his father, who, if nothing more were shown, would, "as the person last entitled who did not obtain possession," be considered the purchaser; and if it were proved that he inherited from his father, the matter would be equally clear, and the *mulier's* son would succeed as heir to his grandfather, the purchaser. So that the plaintiff in such an action would speak somewhat thus:—I claim to be entitled to this land. To prove my case I show that my grandfather was the purchaser. He had only one son (of whom the law takes cognizance), viz., the *mulier*. I am the only son of the *mulier;* as such I am heir to the purchaser, and being heir to the purchaser, I am entitled to the land. The statute says the heir of the purchaser shall succeed. I am the heir to the purchaser. By virtue of the Act of Parliament, therefore, I claim this land.

The great alteration effected by this statute was the change of the propositus from the person last seised of the blood of the purchaser to the last purchaser. The consequence of this change upon the doctrine I am considering seems to me to be all-important. Formerly, had the *mulier* brought an action against the heir of the bastard, he would have been told that he (the *mulier*), being at the best but the brother of the propositus (person last seised), must be postponed to his antagonist, who was the only son, and therefore heir, and the bastard's heir thus having a colourable title, no question as to legitimacy would then be allowed to be raised, for the reasons which I have already attempted to suggest. But now the case is very different. If the *mulier* now brings an ejectment against the bastard's heir, the latter has actually no answer to make. He is perfectly nude of all title whatsoever. He has not even the colourable title he had formerly. In a word, he is nothing more than a mere trespasser. So much for the second, and, as I submit, the most important, reason for this doctrine. Let me now consider the remaining one, viz., the compassion evinced for the bastard by the law, on account of his peculiarly unfortunate position.

If this is reflected on I do not think it can be admitted ever to have been very sound, for it was scarcely logical or consistent one moment to stoutly and patriotically declare that no foreign law should govern the inheritances do this kingdom, and the next moment to deform the simplicity of the English law of bastardy by holding that one particular description of bastard, although just as much a bastard as any other, should participate, to some degree at least, in the rights and privileges of a lawfully begotten child; and that because forsooth some foreign law (which, mark you, was not in any way to effect ours) accounted him legitimate.

I am well aware that if this doctrine were in other respects unimpeachable it would be much too late now, after it has existed undoubted for centuries, to attempt to question it merely because one of the reasons alleged in its support is of equivocal soundness. But such is not the case. The statute in changing the propositus has, as I have endeavoured to show, already abrogated the rule, and the only thing therefore that I am now seeking is to see how much weight the remaining reasons still possess. Now, in changing the propositus the statute appears to me to have destroyed the very peg whereon the compassion depended. As long as the bastard's heir had a colourable title the law might forbid it being questioned; but now that he has no

title at all it would, surely, never for a moment be contended that the *mulier* would be prevented proving that the bastard had no title. If the compassion were to prevail now it would not be a continuation of the old principle, for that was destroyed by the statute; but it would be a new principle freshly invented to prevent the operation which the statute would otherwise have in this case—a thing which would never be done, for, as was recently observed by a learned judge, a "Court is not permitted to indulge its feelings at the expense of unsettling the law" (L. R. 1, P. & D. 50). Therefore, now that the descent is traced, not from the person last seised, but from the purchaser, the Court, even supposing it does entertain sympathy for the bastard, has now no opportunity of evincing it; and hence the compassion, whatever it might formerly have been worth, is, as the law at present stands, absolutely valueless.

With regard to the matter of proof, it undoubtedly bears a very different aspect nowadays to what it did at the time when this rule was first promulgated. Now everybody can write; then none but the monks could do so, and not all of them. Even with the monks it was a matter of the greatest solemnity, thus affording a very curious contrast between that day and the present, when everything is noted, down to the merest trifle. We have our Register of Births, Deaths, and Marriages, with its excellent index, our family Bibles with their entries, our private journals, our multitudinous correspondences, and a thousand other fruits of an advanced civilisation, which, if they do not make the proof of legitimacy where it really exists a matter of ease, yet certainly render the task as little difficult as many others which are *not* considered sufficiently hard of accomplishment as to need special laws to be made in their favour.

Thus all the reasons which formerly supported this doctrine having failed, the rule which was built upon those reasons must, I submit, have ceased with them. *Cessante ratione legis, cessat ipsa lex.*

If this be really so, I do not think it is a subject for any regret, but rather one for congratulation. All exceptions to broad general rules are troublesome and expensive, and of late years it has been the policy of the Legislature to gradually abolish such exceptions whenever practicable. If in the eye of our law there is no difference between a bastard *eigne* and any other description of bastard, it is difficult to see how he is entitled to any particular compassion above the rest; and this even approaches to the ridiculous when the law ostentatiously refuses to pay any regard to his position under any other *regime*, although it is obvious that it allowed itself to be influenced, and that not slightly, by the canon law. Surely it is well that such an absurd anomaly should have ceased to exist.

Such, sir, appears to me to have been one of the effects of the otherwise important Inheritance Act of 1833. At the same time I cannot but remember that it is now close upon thirty-five years since that Act became law, and that during that period the result which I submit it has produced has been suspected by none. On the contrary, the books upon the subject (as far, at least, as I have searched them) all treat it as subsisting law. Under these circumstances I am most sensible that in addressing you thus I am bold—bold even to temerity; but youth is proverbial for its rashness. If I am mistaken, I pray you to be indulgent in your censure, for (to borrow an argument from Pitt) my error arises from a defect which is mending every day. I.

P.S.—Since writing the above I have found that my position is strongly fortified by 3 & 4 Will. 4, c. 27, s. 39, which enacts that no descent cast after 31st December, 1833, shall toll or defeat any right of entry or action for recovery of land. Mr. Watkins notices this provision in his "Essay on Descents" page 3 (note), and he there expresses it to be his opinion that the case of *bastard eigne* and *mulier puisne* has ceased to form an exception to the general rule. If any lingering doubt remained respecting the effect of the Inheritance Act, the Statute of Limitation just mentioned seems to be conclusive.

Expenses of Prosecutor's Witnesses.

Sir,—At the recent Lincoln Assizes I was engaged as attorney for the prosecution in a case of forgery, involving two indictments. My witnesses were four in number (the prosecutor not being included), all residing at a distance of thirty miles from Lincoln. Two of them were solicitors in large practice and leaving home at great inconvenience; the third, a bankers' clerk; and the fourth a superintendent of borough police. On my presenting the prosecutor's costs at the clerk of indictments' office for allowance, the following sums were awarded to the witnesses for their loss of time, trouble, and tavern expenses; viz., to the two solicitors and bank clerk, 3s. 6d. each, with the addition of second-class railway fares, and to the superintendent of police, 1s. 6d., with third-class railway fare. No doubt, the gentleman who acted as taxing master had legal warrant for his proceeding, but it does seem to me that this niggardly scale of allowance is in every respect objectionable, and especially has a tendency to discourage the prosecution of criminal offences. To professional gentlemen or persons in easy circumstances this paltry requital for public services is almost an insult; and, as regards the labouring man, it is insufficient to compensate him for the loss of his ordinary day's work. Whether this system of excessive parsimony prevails throughout the country I am uninformed; but should you or any of your readers (more versed than myself in criminal procedure) think the subject worthy of notice, I shall be glad to have called attention to a question which concerns alike the public and the profession. H. Harwood.

Boston, December 14, 1868.

Law in Tasmania.

Sir,—I purpose settling in Tasmania, probably at Launceston, immediately, and should be much obliged if some of your correspondents will give me any information in their power with respect to the nature of an ordinary practice in Tasmania, particularly in the town I have mentioned. Also, what legal works would they recommend me to take out with me? and are there any works on colonial law or procedure which would be practically useful, and if so, would it be most advisable to get them here or in Australia? I shall be glad of any information touching upon these points, either through your columns or by private correspondence, and any letters addressed "Viator, Post-office, Lytham," will find me. My experience in England, I may add, has been nearly exclusively in conveyancing; but of course I am now purposing to take every description of practice which may offer itself. I am admitted, but not certificated, and shall be glad to know what are the steps necessary to enable me to commence practice in Tasmania, and their probable expense. Viator.

Law Association.

Sir,—Will you permit me to address you on the subject of the desirability of an amalgamation of this association with its nearly kindred society, the "Solicitors' Benevolent Association," whereby the expenses of a double staff to carry out charitable objects in many respects similar would mainly be avoided, and one society for the whole of the solicitors' branch of the legal profession be established?

I beg to enclose you a short statement of the capital and income of both associations.

Dec. 16. A Member of both Societies.

The Law Association for the Benefit of Widows and Families of Professional Men in the Metropolis and its Vicinity (*i.e.* for the widows and families of men who have taken out a London certificate and not for country solicitors) was instituted in 1817.

At its annual general meeting on 28th May, 1868, it had 274 annual members, who pay £2 2s. per annum each as such—

Which produces per annum	£575	8	0
The invested capital of £32,259 1s. produces per annum	1,127	3	6
	£1,702	11	6

The Solicitors' Benevolent Association for the Relief of Poor and Necessitous Attorneys, Solicitors, and Proctors, in England and Wales, and their Widows and Families, was instituted in 1858.

The number of its annual members is now about 1,270, who pay £1 1s. per annum each as such which produces per annum	£1,333	10	0
Dividends from £15,292 invested capital	623	0	0
Annual subscriptions from 24 life members about	33	10	0
	£1,990	0	0

Were the two societies to join, the annual income of the

Law Association from annual members would most probably be decreased by the necessary (as I conclude) reduction of the annual payment of £2 2s. to £1 1s., but I believe that the increase of annual members which would follow the amalgamation of the two societies would make up for any temporary loss, and in addition to this the working expenses of about £140 now paid by the Law Association would be to a very considerable extent saved.

Though the capital of the "Law Association" is more than double that of the "Solicitors' Benevolent Association," it has to be remembered that it has taken more than fifty years to realize it, whereas that of the Solicitors' Benevolent Association has been raised in ten years.

Were an amalgamation to take place, and it was deemed desirable, it would be easy to give the widows and families of deceased members of the Law Association some priority of claim.

CHITTY ON CONTRACTS (PAGE 352).

Sir,—In the last edition of Chitty on Contracts (page 352) occurs the following passage:—"And, therefore, where the defendant sold some stacks of oats to the plaintiff, under an agreement by which the plaintiff was to have liberty to leave the stacks on the defendant's land for four months, and was to pay for them at the end of twelve weeks from the making of the agreement, and the *defendant* at the end of the twelve weeks called on the *plaintiff* to pay, which he did not do, but afterwards tendered the price, it was held, &c."

Should not the words I have underlined be transposed, or what is the correct reading of the passage.

The same words occur in every edition since 1850.

S. J. C.

[The passage is perfectly correct as it stands; the vendee was the plaintiff in trover for the goods.—ED. S. J.]

Sir,—Will any of your readers answer me the following question:—

An attesting witness to a will is precluded from taking a devise under it; suppose, however, that a person who is a devisee under a will, and who accordingly is not a witness to it, should afterwards attest a codicil to the same will, which does not affect him. Would he be considered as a witness to the will so as to be prevented from taking his devise?

ARTICLED CLERK.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday evening last, the question for discussion was "Where a deed containing a covenant recites a former deed, which former deed recites a particular fact; in an action on the covenant, is the defendant stopped by such recital"? (*Cutler* v. *Bower*, 11 Q. B. 973) which was opened by Mr. M. P. Jones in the negative, and so decided by the society. The next meeting will be held on Tuesday, the 5th of January, 1869, of which due notice will be given in our advertising columns. The society now numbers upwards of 160 members, of whom fifty are members of the Incorporated Law Society.

THE NEW JUDGE ADVOCATE GENERAL.

The office of Judge Advocate General in the new Ministry has been conferred on Sir Colman Michael O'Loghlen, Bart., who was sworn in a member of the Privy Council on the 12th December. He is the eldest son of the late Right Hon. Sir Michael O'Loghlen, Master of the Rolls in Ireland (who was created a baronet in 1838, and died in 1842), by Bidelia, the daughter of Daniel Kelly, Esq., of Dublin. Sir Colman was born in Dublin in 1819, and was educated at the University of London, where he graduated B.A. in 1839. He was called to the bar in Dublin in Michaelmas Term, 1840, and was created a Queen's Counsel in November, 1852. In 1856 he was appointed assistant barrister for the county of Carlow, and was chairman of quarter sessions for that county from 1856 to 1859, and for the county of Mayo from 1859 to 1861. When he resigned in August, 1863, he was elected M.P. for the county of Clare, which county he has represented ever since in the Liberal interest. In 1865 he was nominated Third Queen's Serjeant-at-Law in Ireland, when he became a Bencher of King's Inns, Dublin, and in the following year became Second Queen's Serjeant. Sir Colman O'Loghlen is unmarried, the heir-presumptive to the title being his brother Bryan, a member of the Irish bar, now practising at Melbourne.

THE NEW LORD CHANCELLOR OF IRELAND.

The Right Hon. Thomas O'Hagan, who has been nominated to the Lord Chancellorship of Ireland, was called to the bar in that country in 1836, and was made a Queen's Counsel in 1849. For several years he was assistant-barrister for the county of Longford, and in 1859 was elected a Bencher of King's Inns, Dublin. He was Solicitor-General for Ireland from February, 1860, till February, 1861, when he was appointed Attorney-General. He represented Tralee in Parliament from May, 1863, to July, 1865, when he was appointed a Judge of the Court of Common Pleas in Dublin, which judicial post he had occupied ever since up to his recent nomination as the custodian of the Great Seal of Ireland.

THE NEW ATTORNEY-GENERAL FOR IRELAND.

Mr. Edward Sullivan, Q.C., who has been selected as Attorney-General for Ireland under the new Ministry, in succession to Dr. Bull, who enjoyed that dignity only a few days, is the eldest son of Edward Sullivan, Esq., of Raglan-road, Dublin, and formerly of Mallow. He was born in 1822, and was educated at Middleton School, Cork, and afterwards at Trinity College, Dublin, where he graduated B.A. in 1844, and obtained double first honours in science and classics. He obtained a scholarship in Dublin University, and was auditor of the College Historical Society in 1845. His call to the Irish Bar dates from Michaelmas Term, 1848; he became a Queen's Counsel in May, 1858, and a Serjeant-at-Law in 1860. From 1861 to 1865 he filled the office of Law Adviser to the Crown in Ireland, and became Solicitor-General in February of the latter year, on Mr. Lawson succeeding Mr. O'Hagan as Attorney-General. Mr. Sullivan was elected M.P. for Mallow in July, 1865, and resigned the Solicitor-Generalship in June, 1866, on the third Derby ministry coming into power. In 1850 he married Bessie Josephine, daughter of the late Robert Bailey, Esq., of Cork.

THE NEW SOLICITOR-GENERAL FOR IRELAND.

Mr. Serjeant Barry is the new Solicitor-General for Ireland, succeeding Mr. Henry Ormsby, Q.C., who held the office only for a few days. The learned Serjeant is a son of Mr. James Barry, a solicitor of Limerick, by Ellen, daughter of John Purcell, Esq., of Limerick. He was born in 1824, and was educated successively at Dalton's School, Limerick, at Middleton College, County Cork, and at Trinity College, Dublin, where he obtained a first class in science. He was called to the bar in Ireland in Michaelmas Term, 1845, joined the Munster Circuit in 1848, and was made a Queen's Counsel in August, 1859. From 1859 till 1865 he was first Crown Prosecutor for Dublin, and was Law Adviser at Dublin Castle from 1865 to July, 1866. He was elected M.P. for Dungarvan in July, 1865, but lost his seat at the late general election. Mr. Serjeant Barry married, in 1855, Kate, third daughter of the late David Fitzgerald, Esq., of Dublin.

THE NEW LORD ADVOCATE FOR SCOTLAND.

Mr. James Moncrieff, Q.C., who has now for the fourth time become Lord Advocate for Scotland, is the second son of the late Sir James Wellwood Moncrieff, Bart., of Tullibole, Kinross-shire (who was a Lord of Session in Scotland by the title of Lord Moncrieff), by Anne, daughter of Captain James Robertson, R.N. His elder brother is the Rev. Henry Wellwood Moncrieff, a minister of the Free Church at Edinburgh. Mr. Moncrieff was born in Edinburgh in 1811, and received his education at the High School and University of Edinburgh. In 1833 he became an advocate at the Scottish Bar, and served as Solicitor-General for Scotland from Febuary, 1850, till April, 1851, when he became Lord Advocate, but relinguished that office in February, 1852. He was again Lord Advocate from December, 1852, till March, 1858, and from July, 1859, till July, 1866. In 1860 he was elected Dean of the Faculty of Advocates, and was one of the four Scotch lawyers

recently created Queen's Counsel. He represented the Leith Burghs in Parliament from April, 1851, till May, 1859, when he was returned for Edinburgh; but at the late general election he stood for the united Universities of Aberdeen and St. Andrews, who returned him against his opponent, Mr. Gordon, the rival Lord Advocate under the late Ministry. During his career in Parliament Mr. Moncrieff successfully introduced and carried numerous bills—*e.g.*, the "Repeal of Tests in Scottish Universities" (1853), the "Repeal of Tests in Scottish Parochial Schools" (1860), the "Valuation of Lands in Scotland" (1854), and "Bankruptcy (Scotland)" in 1856. In 1834 he married Isabella, only daughter of Robert Bell, Esq., and Advocate of Edinburgh, Sheriff of Berwick and Haddington, and Procurator of the Church of Scotland.

ELECTION PETITIONS.

Borough.	Petitioners.	Respondents.
Norwich	J.H.Tillett,Solr.	Sir H. Stracey.
Gloucester	Niblett & others	Price & C. J. Monk, Bar.
New Windsor	Gardner	Eykyn.
Bewdley	Sturge & others	Glass.
Coventry	Boosy	Eaton & A. S. Hill, Q.C.
Bridgwater	Westropp & anr.	A. W. Kingslake, Bar., & Vanderbyl.
Warrington	Crozier & others	Rylands.
Guildford	Elkins & others	Onslow.
Salford	Anderson & ors.	Cawley & W. T. Charley, Bar.
Hereford	Thomas & others	Wyllie & L. G. Clive.
Bodmin	Adams & others	Hon. E. F. L. Gower, Bar.
Stockport	Hallam & others	Tipping.
The same	Walton & others	Smith.
Bradford	Storey & another	Forster.
The same	Haley & others	Ripley.
Penryn & Falmouth	Broad & others	Fowler & Eastwick.
Lichfield	Hon. A. Anson	Dyott.
Beverley	Hind & others	SirH.Edwards& Kennard
Wallingford	Sir Charles Dilke	Vickers.
Cheltenham	Gardner	Samuelson.
Westbury	Laverton	Phipps.
Oldham	J. M. Cobbett, Bar., & others	J. T. Hibbert, Bar.
Horsham	Hurst	Aldridge.
The same	Dickens & anor.	R. H. Hurst, Bar.
Stalybridge	Ogden & others	Sidebotham.
Tamworth	Hill & another	SirR.Peel & SirH.Bulwer
Wigan	Brashay & anr.	Woods & Lancaster.
Ashton-under-Lyne	Clarke	Mellor.
Westminster	Beal & another	Smith.
Hartlepool	Gray & another	Jackson.
Kingston-on-Hull	Pease & another	Norwood & Clay.
Taunton	Dyke & another	Barclay.
The same	Williams & anr.	Serjeant Cox.
King's Lynn	Armes & another	Hon. R. Bourke, Bar.
Blackburn	Potter & another	Hornby & Feilden.
Preston	Toulmin	Hermon & Hesketh.
Pembroke	Hughes	Meyrick.
York	Brovill	Westhead.
The same	Gladstone	J. Lowther, Bar.
London	Piercey	Goschen, Crawford, & Lawrence.
The same	Way	Goschen.
Cambridge	Lloyd & another	Torrens & W. Fowler, Bar.
Rye	Judge	Hardy.
Manchester	Royse & another	Birley.
Woodstock	Godden & anor.	Barnett.
Boston	Jones	Malcolm & T. Collins.
Northallerton	Johns	Hutton.
Brecknock	Lucas	Gwyn.
Worcester	Richards	W. E. Laslett, Bar.
Thirsk	Bell and another	Gallwey.
Christchurch	Popham & anr.	E. H. Burke, Bar.
Shrewsbury	Young	Figgins.
Hastings	Hon. Mr. Calthorpe & anr.	T. Brassey, Jun., Bar.
The same	Sutton & another	North.
Salisbury	Ryder	Hamilton.
Dover	Elliott	Dickson.
Southampton	Pegler	R. Gurney, Bar., & Hoare.
Stafford	Chawner	Meller.

THE JUDICATURE COMMISSION.

Birmingham Assize District.

At a recent meeting of the Birmingham Town Council, the mayor read a communication from the Secretary of the Judicature Commission, in reply to an application of the council to be permitted to tender evidence in reference to holding assizes for the transaction of civil and criminal business in this district. The commissioners stated that they did not intend taking evidence, but they were prepared to receive suggestions from Town Councils and other public bodies on matters coming within the scope of the commission.

The following resolution was then moved by the mayor, and carried:—"Resolved, that the mayor be requested to inform the commissioners that they have from time to time urged upon the attention of the Government the importance of making Birmingham an assize town; and the council possess land suitable for the erection of courts, in connection with corporate offices, and have had under their consideration the erection of such buildings, but the matter is at present in abeyance. And that the council, deeming it not improbable that the commissioners may deal with the subject of assize courts and the administration of justice in a manner which may affect this question, desire to submit to the consideration of the commissioners the following suggestions, viz:—(1.) That assizes for the trial of prisoners and of civil causes should be held within the Borough of Birmingham. (2.) That such assizes might be made to serve a district comprising a considerable area, including, in addition to the borough, certain adjacent towns and parishes in the counties of Warwick, Stafford, Worcester, and Salop, between which and Birmingham the railway communication affords much greater facilities than such towns and parishes possess with their respective county towns. (3.) That the formation of such a district would greatly facilitate the administration of justice in the Midland Counties, by bringing it nearer to the homes of the inhabitants, and thus economising both time and money. (4.) That the administration of justice would be still further improved if, in addition to the holding of assizes here, a registry office were established in Birmingham, from which might be issued the Queen's writs in civil actions in the superior courts, and where might be filed the various documents now filed in the London offices. (5.) That the Council would be prepared to co-operate with the authorities of the places to be included in such districts, for the formation of the district and for the erection of courts and buildings; and that any communication which may be received in reply be referred to the General Purposes Committee, with instructions to report thereon."

Judicial Appointments in Ireland.—We wish that successive cabinets would apply to their judges the same test that Mr. Justice Dogberry applied to his constable—"who is the most desartless and fit man?" That is to say (if we may be permitted to take a liberty with the terse language of that eminent legal authority), whose professional qualifications constitute him the "most fit," even though, by virtue of political service, he is the "most desartless"? There is a rough and ready test of professional fitness—not absolutely infallible, indeed, but sufficient for practical purposes, and certainly far better than any substitute that could be proposed. This will be found in the inquiry—who has had the greatest amount of business, and therefore of experience, in the particular court for which a judge is being chosen? If the appointment of the leaders of the Chancery Bar to vacancies in the court of equity and of leaders of the Common Law Bar to the Common Law Bench, be impracticable under the present system of government by party, surely it would not be too much to expect that each of the great parties by whom the country is alternately governed should choose from the ranks of its own political supporters the men best qualified by professional experience to fill the vacant place. Our complaints are directed against neither party in particular. In this respect both are equally guilty. The immediate occasion of our remarks is the appointment of an eminent common law judge to the highest place on the equity bench. But, as our readers are aware, we have ever opposed the system of which this event is the latest development. Religion and politics are most important considerations in their proper places. But what they have to do with the appointment of judges, into whose hands the life, liberty, and property of the public are intrusted, we cannot see. We have commented lately on the disastrous effects upon the Bench, the Bar, and the convenience and rights of suitors, caused by the rush of leading counsel to London, which is the result of the present practice of requiring the presence in Parliament of the Law Officers of the Crown in Ireland. *Hoc fonte derivata clades.* Until this abuse, which has grown up in the course of the last twenty or thirty years, is removed, the commencement of a better system is simply out of the question. The command

of a seat in Parliament to start with, and political services rendered, and connexions formed there, will always prevail over considerations of mere professional claims. To this must be attributed the deplorable waste of judicial ability and learning in the courts both here and in London. Learned judges and barons may be seen presiding at Nisi Prius, whose reputations have been made entirely as Chancery lawyers, and who are totally incapable of presiding at a trial before a jury, deciding between relevant and irrelevant evidence, and clearly unfolding a complicated state of facts, but who would make admirable Chancellors, Masters of the Rolls, or Lords Justices of Appeal. On the other hand, the spectacle will soon be seen—not, indeed, for the first time—of an eminent advocate at Nisi Prius and leader of an important circuit sitting in the High Court of Chancery to interpret the principles and regulate the practice of a branch of the law with which the occupation of his lifetime must necessarily render him unacquainted. Our praise of Judge O'Hagan as a common law judge and as a private gentleman would be quite as warm as our condemnation—not of him—but of the system under which any common law judge, however eminent, whose practice was exclusively at Nisi Prius, can be called upon to administer the complicated system of modern equity, and be appointed a member of the Court of Chancery Appeal. The public will lose Mr. Justice O'Hagan's services in a position for which he is eminently qualified. The round man will be put into the square hole and the square into the round. This, is indeed, lamentable. The Irish Chancery Court has been an especial sufferer by the system to which we refer. By it Mr. Brady and Mr. Napier, both common law lawyers, were promoted over the heads of the leaders of the Equity Bar, and Mr. Brewster excluded, until the habits of the advocate had become so inveterate and his age so advanced, that he could not easily adapt himself to the requirements of the judicial bench. Against this whole system we enter our most emphatic protest, and we shall never fail to notice any instance of its application whatever political party may be in fault.—*Irish Law Times and Solicitors' Journal.*

THE LIBERTY OF THE SUBJECT IN JERSEY.—The practice of arbitrary arrest in Jersey has been recently illustrated in *The Times*. An explanation of the law of arrest as applicable to alleged debtors in that island may be of interest, showing, as it does, upon what slight pretexts any one can there be summarily lodged in gaol. And, it is to be added, the onus is entirely upon himself to procure his liberation. An alleged debtor may be arrested by either of two warrants, the *ordre provisoire* or the *ordre de justice;* but both, according to law, require the signature of the bailiff, the highest civil officer in the island. The main difference between the two warrants is one of subsequent procedure. The *ordre provisoire* is the cheaper and more accessible, and in regular course would be obtainable from the bailiff on payment of the fee of 1s., and replies to cursory inquiry. The *ordre de justice* is comparatively more costly and difficult. It must be got upon a writ, setting forth the facts of the case, or what purport so to be, but no evidence is required of the truth of the statements, and they are very rarely supported by an affidavit. This course would, however, entail legal assistance and be in any case dearer than the other. If warrants of arrest are easily obtained under the law the looseness of its adminis tration gives additional facilities. The demand for the cheaper article, *ordres provisoires*, is very strong, and, for convenience, they are kept in stock ready signed. The bailiff subscribes his name to twenty or more blanks at a time and leaves them at the office, and any *ecrivain* (a grade of lawyer requiring little preparation and far below the rank and qualification of an English attorney) can, according to law, obtain one for a shilling and fill it up with the name of any one he pleases. But this limit again may be passed. The sheriff, under-sheriff, or any of his officers, or any officer of the court, can, though contrary to law, obtain a ready-signed *ordre provisoire*, equally leaving blanks to be filled up. This is the regular every-day course of business; and it is unchecked by fear of action for false imprisonment, for which the law appears to make no provision. Nor would it avail anything. Civil causes are not tried before a jury, but before the jurats—a body of unpaid magistrates, who are judges both of law and of fact. The same body sit in the Legislature for life, and have considerable influence there. They are, of course, fully cognizant of the law of arrest and cannot be ignorant of the procedure.—*Times.*

COURT PAPERS.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Hilary Term, 1869.

IN TERM.

Middlesex.

Tuesday	Jan. 12	Monday	Jan. 25
Monday	„ 18		

The Court will not sit in London during term.

AFTER TERM.

Middlesex.		London.	
Tuesday	Feb. 2	Tuesday	Feb. 16

The Court will sit in Middlesex, in term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

During this term the Court will sit at Nisi Prius on Mondays at eleven o'clock, and on all other days at ten o'clock.

THE NORFOLK CIRCUIT.

It is directed by an Order in Council that henceforth the Assizes for the county of Suffolk be held in Ipswich in the spring of each year, and at Bury St. Edmunds in the summer.

PUBLIC COMPANIES.

LAST QUOTATION, Dec. 18, 1868.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, Jan., 92¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92¼	Ex Bills, £1000, per Ct. 12 p m
New 3 per Cent., 92¼	Ditto, £500, Do 12 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 12 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 243
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 220	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¼
Ditto 5 per Cent., July, '80 112¼ xd	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105
Ditto 4 per Cent., Oct. '88 103	Do. Bonds, 5 per Ct., £1000 10 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 10 pm
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	73⅜
Stock	Glasgow and South-Western	100	92
Stock	Great Eastern Ordinary Stock	100	41½
Stock	Do., East Anglian Stock, No. 3	100	8½
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	109½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	48½
Stock	Do., West Midland—Oxford	100	28
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	48¾
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	112
Stock	London and South-Western	100	87
Stock	Manchester, Sheffield, and Lincoln	100	47¾
Stock	Metropolitan	100	102
Stock	Midland	100	112
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	32½
Stock	North London	100	123
Stock	North Staffordshire	100	55
Stock	South Devon	100	44
Stock	South-Eastern	100	79
Stock	Do., Deferred		49
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds, at the commencement of the week, and indeed ever since, have exhibited a disposition towards firmness, and yet the position of foreign affairs in regard to Turkey and Greece, and other causes, have interfered to prevent any material reaction. In the railway market a very large amount of

business is now being transacted; the half-monthly settlement this week was extremely heavy, and money was said to be in great demand. Foreign securities are dull just now.

Mr. WILLIAM HENRY HUMPHREY, barrister-at-law, has been created a baronet of the United Kingdom. He is the second son of the late Alderman Humphrey, some time M.P. for Southwark, and a son-in-law of the late William Cubitt, Esq., M.P., who was twice elected Lord Mayor of London. He was educated at Winchester and at Wadham College, Oxford, and was called to the bar at the Inner Temple in November, 1852. He is standing counsel to the Irish Society, and practises on the Home Circuit. He was elected M.P. for Andover in 1863, but retired in 1867, to ensure a seat for Sir John Karslake, the Attorney-General under the late Administration, and has now received a baronetcy.

THE CRIMINAL CLASSES.—A deputation waited on Monday afternoon on the Right Hon. H. A. Bruce at the Home-office to urge upon the Home Secretary the importance of taking more active measures for dealing with our criminal classes. Sir W. Crofton was spokesman. He urged—first, that the Irish system of registration should be extended to England, so that criminals on emerging from prison with a ticket-of-leave should be kept under surveillance by means of a central register, in which should be entered their names, places of destination, and employment, the police authorities in places to which ticket-of-leavers go to be duly informed. Secondly, that if persons twice convicted of felony should afterwards be found to be without any honest means of livelihood, they should be liable to arrest, and bound to give security for engaging in honest work during a certain stated period; or, failing that, to be sent to the workhouse. Mr. Bruce expressed great interest in the important subject brought before him, and after putting various questions, promised that the matter should have the attention of the Government.—*Pall Mall Gazette.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ACKERLEY—On Dec. 5, at Ashton, near Wigan, the wife of Henry Ackerley, Esq., Solicitor, of a son.
ADE—On Dec. 15, at 23, Upper Westbourne-terrace, the wife of George Ade, prematurely, of a son, stillborn.
FISHER—On Dec. 11, at Harrow-on-the-Hill, the wife of W. R. Fisher, Esq., Barrister-at-Law, of a daughter.
FORSTER—On Dec. 14, at No. 16, Gloucester-street, Warwick-square, the wife of Ralph William Elliot Forster, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.
ROOTH—On Dec. 13, at No. 44, Camden-square, N.W., the wife of John W. Rooth, Esq., Barrister-at-Law, of a son.
STEPHEN—On Dec. 12, at 95, Crown-street, Aberdeen, N.B., the wife of Lessel Stephen, Esq., Advocate, of a daughter.
WOOD—On Dec. 11, at 22, Falkner-square, Liverpool, the wife of Charles Wood, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

M'LAREN—SCHWABE—On Dec. 14, at 191, Athole-place, Glasgow, John McLaren, Esq., Advocate, to Ottilie Auguste, daughter of H. L. Schwabe, Esq.
RAYNE—RANDALL—On Dec. 12, at South Hackney Church, Middleton Rayne, Esq., to Ann Maria, daughter of C. R. Randall, Esq., of Hackney and Tokenhouse-yard.

DEATHS.

BROOKS—On Dec. 10, Louisa Jane, wife of George Henry Brooks, of Doctors'-commons, and Woodlands, Tooting-common, Surrey, aged thirty-nine.
HEAD—On Dec. 11, at Hackwood, Hexham, Charles Head, Esq., Solicitor, aged seventy-four.
JAMESON—On Dec. 10, at 12, Earl's-court-terrace, Kensington, Robert William Jameson, Esq., Writer to the Signet, aged sixty-three.
PEACHEY—On Dec. 10, at 7, Tavistock-terrace, Katherine Amelia, daughter of James Pearse Peachey, Esq., of the Inner Temple.
SMITH—On Dec. 11, at Croom's-hill, Greenwich, Kent, Charles Augustin Smith, Esq., aged sixty-eight.
TUCKER—On Dec. 11, at Upper Clapton, Richard Alexander Tucker, Esq., formerly Chief Justice of Newfoundland, in his eighty-fifth year.
TWINING—On Dec. 14, at Lee, Kent, Charles Twining, Esq., Q.C., of Halifax, Nova Scotia, aged sixty-eight.
WHITE—On Oct. 26, at Shanghai, Walter White, Esq., Solicitor, aged forty-nine.
YOUNG—On Dec. 14, Richard Charles Scobell Valentine, son of Charles Vernon Young, Esq., Solicitor, of Arbour-square, Stepney.

ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 8.—By Messrs. DRIVER.

Freehold residence, known as Canterbury House, West End-lane, Hampstead, with stabling, lodge, pleasure-grounds, and paddock, about 2¾ acres—Sold for £5,000.
Freehold plot of building land, fronting Southampton-road, Kentish-town—Sold for £120.
Freehold plot of building land, fronting Southampton-road, Kentish-town—Sold for £230.
Freehold house, situate at the corner of Southampton-road, Kentish-town—Sold for £560.
Leasehold house, No. 78, Southampton-road; term, 81½ years unexpired, at £5 per annum—Sold for £225.
Freehold, 2 plots of building land, fronting Southampton-road—Sold for £220 each.
Freehold plot of land, with dwelling thereon, fronting Gospel Oak-grove, Kentish-town—Sold for £315.
Freehold plot of land, fronting Lismore-road, Kentish-town—Sold for £570.
Freehold plot of land, fronting Gospel Oak-grove, Kentish-town—Sold for £120.
Freehold, the Gospel Oak Schools and plot of land, in Circus-road—Kentish-town—Sold for £1,400.
Freehold residence, known as Bartram's-park, Haverstock-hill, with pleasure-grounds and paddock, about 2½ acres—Sold for £5,500.

Dec. 9.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold marine villa, known as Charman Dean, in the parish of Broadwater, Sussex, with stabling, offices, pleasure-grounds, &c., containing 72 acres—Sold for £13,700.
Freehold residence, with gardens and meadow-land 20 acres in extent, known as Vine Lodge, Sevenoaks, Kent—Sold for £8,500.
Freehold house and shop, 262, Roman-road, Bow; let at £28 per annum—Sold (subject to a mortgage) for £60.

By Messrs. HARDS, VAUGHAN, & LEIFCHILD.

Freehold sugar estate, known as the Greenhill estate, situate in the parish of St. Mary Cayon, in the Island of St. Christopher, containing 390 acres—Sold for £5,450.

Dec. 10.—By Messrs. C. C. & T. MOORE.

Freehold, 4 houses, Nos. 109, 111, 113, and 115, Kerbey-street, East India-road, producing £67 12s. per annum—Sold for £510.
Freehold house and shop, No. 74, St. George-street, St. George's East, let at £25 per annum—Sold for £260.
Copyhold ground rent of £36 per annum, secured on 7 houses situate in Jamaica-terrace, Robert-street, West India-road, Limehouse—Sold for £670.
Copyhold ground rent of £26 6s. 6d., secured on Nos. 3 to 7, Limehouse-causeway—Sold for £920.
Freehold rental of £64 per annum, secured on the Eagle Brewery, High-street, Poplar—Sold for £1,320.
Leasehold, 2 houses, Nos. 12 and 14, Martha-street, St. George's East; term, 22 years unexpired, at £5 11s. per annum—Sold for £120.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Dec. 11, 1868.

LIMITED IN CHANCERY.

International Financial Society (Limited and Reduced).—Petition presented to the Master of the Rolls on May 20, for reducing the capital from £3,000,000 to £1,500,000, directed to be heard before the Master of the Rolls on Dec 19. Bircham & Co, Threadneedle-st, solicitors for the society.
Old Westminster Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated Dec 4, ordered that the voluntary winding-up of the above company be continued. G. S. & H. Brandon, Essex-st, Strand, solicitors for the petitioners.
Patent Paper Manufacturing Company (Limited).—The Master of the Rolls has, by an order dated Dec 5, ordered that the voluntary winding-up of the above company be continued. Halse & Co, Cheapside, solicitors for the first petitioner; Kimber & Ellis, Gresham House, solicitors for the second petitioner.
St Thomas Floating Dock Company (Limited).—Vice-Chancellor Malins has, by an order dated Dec 4, ordered that the voluntary winding-up of the above company be continued. Ashurst & Co, Old Jewry, solicitors for the petitioners.
Ultrera and Moron Railway Company (Limited).—Vice-Chancellor Giffard has, by an order dated Dec 3, ordered that the above company be wound up. Houghton & Wragg, St Helen's-pl, solicitors for the petitioners.

TUESDAY, Dec. 15, 1868.

LIMITED IN CHANCERY.

Dewsbury United Brickmaking and Building Company (Limited).—The Master of the Rolls has, by an order dated Nov 9, appointed Charles Henry Marriott, of Dewsbury, York, official liquidator.
Dunaburrg and Witepsk Railway Company (Limited and Reduced).—Petition for reducing the capital from £2,600,000 to £2,076,160, presented Dec 9, and that the list of creditors is to be made out as for Dec 28. Freshfields, Bank-bldgs, solicitors to the company.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 11, 1868.

Arthaud, Hy, Davies-st, Berkeley-sq, Milkman. Jan 4. Re Arthaud, M.R.

Buckingham, Robt, Cheltenhom, Gloucester, Bootmaker. Jan 15. Townshend *v* Coleman, V.C. Malins.

Griffiths, Price, Burnley, Lancaster. Jan 10. Cowell *v* Griffiths, V.C. Giffard.

Hall, John, Basford, Nottingham, Gent. Jan 16. Hall *v* Hall, V.C. Stuart.

Harrison Robt, Temple Sowerby, Westmorland, Clerk. Jan 12. Harrison *v* Bland, M.R.

Hughes, Jas, Drury-lane, Stationer's Clerk. Jan 14. Jobbins *v* Hughes, V.C. Stuart.

Hampson, Isaac, Bramall, Chester, Innkeeper. Jan 11. Hampson *v* Jackson, M. R.

Morris, Edwd, Oswestry, Salop, Gent. Jan 14. Morris *v* Evans, M. R.

Venner, Wm, Weighton-ter, South Penge-pk, Builder. Jan 5. Robins *v* Venner, V.C. Malins.

Wilkinson, Wm. Gracechurch-st, Dining-house Keeper. Jan 21. Wilkinson *v* Wilkinson, V.C. Stuart.

Wright, Wm, Asterby, Lincoln, Yeoman. Jan 7. Norfolk *v* Langley V.C. Malins.

TUESDAY, Dec. 15, 1868.

Clarke, Thos, Glentworth, Lincoln, Farmer. Jan 1. Clarke *v* Clarke, V.C. Stuart.

Dyson, Jeremiah Fras, Lower Berkeley-st, Manchester-sq, General. Jan 5. Brady *v* Craven, V.C. Malins.

Else, Chas, Matlock, Derby, Yeoman. Jan 9. Else *v* Else, M. R.

Fletcher, Robt, Birm, Merchant. Jan 10. Taylor *v* Poncia, V.C. Malins.

Harper, Wm, Sheffield, Brewer. Jan 9. Wilson *v* Alvey, V.C. Giffard.

Kendrick, Geo, King's Norton, Worcester. Jan 11. Kerby *v* Kendrick, M. R.

Morgan, Wm, Yatton, Somerset, Gent. Jan 20. Hurd *v* Light, M. R.

Mortlock, Simeon, Meldreth, Cambridge, Farmer. Jan 12. Mortlock *v* Mortlock, M. R.

Pearse, Sarah, Wanstead, Essex, Widow. Jan 9. Marshall *v* Herd, M. R.

Plumley, Louisa, Brunswick-sq, Widow. Jan 8. Plumley *v* Brownlow, V.C. Malins.

Shears, Maria, The Lawn, South Lambeth, Widow. Jan 7. Dickenson *v* Hawkins, V.C. Giffard.

Trotman, Wm, Whitecross-st, Southwark, Boiler Maker. Jan 3. Pain *v* Newsom, V.C. Malins.

Weaver, John, Westheath, Worcester, Farmer. Jan 11. Kerby *v* Kendrick, M. R.

Webster, Jane, Waterloo, Lancaster, Grocer. Jan 8. Huntingdon *v* Illingworth, County Palatine of Lancaster.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 11, 1868.

Barnett, John, Tunbridge Wells, Kent, Yeoman. Jan 30. Cripps, Tunbridge Wells.

Bridger, Thos, Five Ashes, Sussex, Yeoman. Jan 23. Sprott, Mayfield.

Burr, Wm, Kingsland, Salop, Esq. Feb 27. Wace, Shrewsbury.

Cole, Mary Ann, Paulton's-sq, Chelsea, Spinster. Dec 31. Elgood, Lincoln's-inn-fields.

Croft, Thos, Whitechapel-rd, Job Master. Feb 18. Hodgson, Salisbury-st, Strand.

Harrison, Thos, Knaresbro', York, Banker. Feb 1. Hirst & Capes, Knaresbro'.

Howard, Wm, Taunton, Gent. Feb 1. Easton, Taunton.

Neave, Sheffield, Oak Hill House, Hampstead, Esq. Jan 7. Wordsworth & Co, South Sea House, Threadneedle-st.

Price, Emily, Spring Garden, Jamaica, Spinster. March 1. Iliffe & Co, Bedford-row.

Richards, Edmund, Nursling, Southampton, Innkeeper. Dec 30. Stead & Co, Romsey.

Scott, Sarah, Leicester, Widow. Feb 1. Harris, Leicester.

Stapleton, Mercy, Staines, Spinster. Jan 7. Ashby, Clement's-lane.

Stevenson, Sarah, Fosdyke, Lincoln, Widow. Dec 21. Merriman & Buckland, Queen-st, City.

Swain, Eliz Arabella, Beacon-hill, Widow. Jan 1. Swain, Sedberg, via Kendal.

Sweet, Caroline, Tenbury, Worcester, Widow. Feb 1. Norris, Tenbury.

Taylor, Jas Ducker, St Ann's-lane, Plumber. Jan 20. France & Helsham, Charterhouse-sq.

Wallace, Thos Edwd, Diss, Norfolk, Gent. Jan 20. Wallace & Lyus, Diss.

Wilkinson, Joseph, Penrith, Cumberland, Gent. Jan 31. Nicol & Son, Queen-st, Cheapside.

TUESDAY, Dec. 15, 1868.

Baker, Joseph, Gt Marylebone-st, Portman-sq, Pawnbroker. Jan 27. Pidding & Wade, Clifford's-inn.

Beare, Wm Savage, Godalming, Surrey, Gent. Jan 30. Eldridge & Son, Newport, Isle of Wight.

Chittock, Wm, Cowley-st, Westminster. Jan 1. Coventon, Gray's-inn-sq.

Clare, Thos, Wavertree, nr Lpool, Gent. March 9. Christian, Lpool.

Coulson, John Blenkinsopp, Blenkinsopp Castle, Northumberland, Esq. March 1. Adamson, Newcastle-upon-Tyne.

Cousins, Edwd, Camden-rd, Surgeon. Jan 9. Purkis, Lincoln's-inn-fields.

Denton, Edwd, Longfellow-rd, Gent. Jan 10. Rogers, Fenchurch-st.

Hewett, John, Tyr Mab Ellis, Glamorgan, Colonel. Feb 2. Burne, Bath.

Longley, Right Hon. and Most Rev Chas Thos, Lambeth Palace, Archbishop of Canterbury. Jan 31. Burder & Dunning, Parliament-st, Westminster.

Magub, Wm Sutton, Newport, Monmouth, Ship Chandler. March 9. Williams, Newport.

Moriarty, Cornelius, Brighton, Sussex, Wireworker. Jan 31. Bristow, Greenwich.

Pickup, Jas, Manch, Gent. Jan 21. Claye & Son, Manch.

Selby, Saml, Boston Spa, York, Gent. Feb 20. Wood & Killick, Bradford.

Shaw, John, Woodhouse, Delph, York, out of business. Jan 16. Lister & Harwar, Oldham.

Stringer, Saml, Holford-sq, Pentonville, Solicitor. Jan 31. Byrne Whitehall-pl, Westminster.

Symons, Peter, Bristol, Ship Builder. Feb 15. King & Plummer, Mitre-ct-chambers, Temple.

Vassalli, Jerome, Scarborough, York, Jeweller. March 1. Woodalls & Donner, Scarborough.

Wilkins, Fredk, Victoria Hotel, King's-cross, Licensed Victualler. Jan 15. Chapman & Ponting, Warminster.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 11, 1868.

Curry, John Wilson, North Shields, Northumberland, Grocer. Nov 12. Asst. Reg Dec 10.

Evans, Maurice, & Robt Jones Evans, Llandovery, Carmarthen, Drapers. Nov 13. Asst. Reg Dec 11.

Evans, Evan, Rhymney, Monmouth, Builder. Nov 25. Comp. Reg Dec 11.

Featherstonhaugh, Robt, Blackpool, Lancaster, Butcher. Nov 12. Comp. Reg Dec 11.

Geipel, Geo, Whickham, Durham, Wm Geipe', Hartlepool, Durham, & Adolph Mau, Gateshead, Durham, Merchants. Nov 17. Comp. Reg Dec 10.

Gregoire, Jonathan, Birm, Watch Glass Manufacturer. Nov 16. Comp. Reg Dec 10.

Habell, Mark, & Mark Habell, jun, Rochester-rd, Kentish-town, Pianoforte Key Makers. Dec 5. Comp. Reg Dec 9.

Hudson, Wm, Haybridge, Salop, Agent. Nov 30. Comp. Reg Dec 9.

Hughes, Wm Hy, Salford, Lancaster, Grocer. Dec 7. Comp. Reg Dec 10.

James, Wm, Birm, Baker. Nov 16. Comp. Reg Dec 8.

Johns, Wm Davis, Cardiff, Glamorgan, Chemist. Nov 13. Asst. Reg Dec 10.

Kear, Hy Edwd, Bristol, Engineer. Nov 30. Comp. Reg Dec 10.

Kinsella, Jas, Manch, Provision Dealer. Oct 22. Comp. Reg Dec 9.

Leudesdorf, Hy, Manch, Merchant. Dec 10. Asst. Reg Dec 11.

Martin, Richd Fredk, Southampton, Hampshire, Ironmonger. Oct 21. Asst. Reg Dec 8.

Mather, Wm, Manch, Brewer. Nov 12. Asst. Reg Dec 10.

Nash, Gerald, Bournemouth, Hants, Attorney's Clerk. Dec 5. Comp. Reg Dec 9.

Neal, Hy Johnson, & Wilson Goodwin, Gt Grimsby, Lincoln, Watchmakers. Nov 21. Comp. Reg Dec 9.

Nichol, John, jun, & Benj Derbyshire, Lpool, Timber Merchants. Nov 17. Asst. Reg Dec 10.

Sambrook, Geo, Birm, Baker. Dec 7. Comp. Reg Dec 8.

Smith, John, New Malton, York, Grocer. Nov 13. Comp. Reg Dec 9.

Thwaites, Stephen, St John's-rd, Hoxton, Hat Manufacturer. Nov 9. Asst. Reg Dec 5.

Towler, Joseph, Kingston-upon-Hull, Hatter. Oct 30. Comp. Reg Dec 9.

Turner, Thos Edwd, Plumstead-rd, Outfitter. Nov 23. Comp. Reg Dec 8.

Wagstaff, Joseph, Blackpool, Lancaster, Toy Dealer. Nov 24. Asst. Reg Dec 11.

Weller, Alfred Geo, Ramsgate, Kent, Hatter. Dec 7. Comp. Reg Dec 10.

Willder, Stedman, Church-st, Kensington, Draper. Nov 16. Comp. Reg Dec 9.

Young, John, Bristol, Tailor. Nov 16. Asst. Reg Dec 8.

TUESDAY, Dec. 15, 1868.

Allen, Wm, Newton Moor, Chester, Cotton Spinner. Oct 27. Asst. Reg Dec 11.

Aldridge, Mark Reuben, Manch, Grocer. Dec 8. Comp. Reg Dec 14.

Anderson, Jas Fras, Manch, Painter. Nov 16. Comp. Reg Dec 11.

Barratt, Geo, Regent-st, Silversmith. Nov 21. Comp. Reg Dec 14.

Beale, John, Richmond-rd, West Brompton, Builder. Dec 8. Comp. Reg Dec 12.

Bedford, Wm, Barnsley, York, Shopkeeper. Dec 5. Comp. Reg Dec 14.

Bevan, Jas, City-rd, Drysalter. Dec 4. Comp. Reg Dec 15.

Billson, John, Leicester, Gent. Nov 19. Comp. Reg Dec 15. Comp. Reg Dec 15.

Binyon, John Robt, Withington, Lancaster, Grocer. Nov 25. Asst. Reg Dec 12.

Brereton, Wm, Lees, Lancaster, Innkeeper. Nov 5. Comp. Reg Dec 14.

Brown, Robt, Middlesbrough, York, Blacksmith. Nov 17. Asst. Reg Dec 14.

Dill, John, Sheffield, Draper. Nov 30. Comp. Reg Dec 14.

Etheridge, Wm, Williams-ter, Lower-rd, Rotherhithe, Stone Mason. Dec 14. Comp. Reg Dec 14.

Humphries, Hy, Bristol, Timber Dealer. Nov 14. Comp. Reg Dec 11.

Jenkins, Chas Joseph, West Cowes, Isle of Wight, Licensed Victualler. Nov 18. Comp. Reg Dec 14.

King, Wm, Whitby, York, Stationer. Nov 12. Asst. Reg Dec 12.

Levy, Wm, & Robt Levy, High-st, Whitechapel, Fruiterers. Nov 11. Comp. Reg Dec 9.

Lomax, Hy, Willington, Durham, Shoemaker. Nov 11. Asst. Reg Dec 14.

Mallen, Geo, Brierley-hill, Stafford, Grocer. Dec 7. Comp. Reg Dec 15.

Martin, Geo, Nottingham, Timber Dealer. Nov 30. Comp. Reg Dec 11.

Newcombe, Jas, jun, Okehampton, Devon, Butcher. Nov 14. Asst. Reg Dec 12.

Nutt, Jas, Gracechurch-st, Eating-house Keeper. Dec 3. Inspectorship. Reg Dec 14.

Pugh, Thos, South Ockenden, Essex, Grocer. Nov 16. Comp. Reg Dec 12.

Townend, John, Cleckheaton, York, Manufacturing Chemist. Nov 14. Comp. Reg Dec 11.
Wade, Thos, Caledonian-rd, Islington, Bookseller. Nov 14. Asst. Reg Dec 12.
Webber, Chas Shilstone, Cotham, Bristol, Alkali Manufacturer. Nov 14. Inspectorship. Reg Dec 12.
Wheldon, John David, Holloway-ter, Wine Merchant. Dec 5. Comp. Reg Dec 11.
Williams, John, Holyhead, Anglesey, Linen Draper. Nov 17. Asst. Reg Dec 11.
Window, Fredk Haime, Wellington, Somerset, Draper. Dec 9. Comp. Reg Dec 11.

Bankrupts.

To Surrender in London.

FRIDAY, Dec. 11, 1868.

Baker, Robt, Rochester, Kent, Grocer. Pet Dec 8. Roche. Dec 23 at 12. Wright, Chancery-lane.
Baxter, John Richd, Prisoner for Debt, London. Pet Dec 4 (for pau). Pepys. Dec 29 at 2. Weekes, Lower Rosaman-st, Clerkenwell.
Bourne, Edwd Jas, Tottenham, out of employment. Pet Dec 7. Jan 11 at 12. Rookhams, Grove-villas, Grove-rd, Walthamstow.
Bowles, Wm, Gipsy-hill, Lower Norwood, Beer Retailer. Pet Dec 4. Pepys. Dec 29 at 11. Scott, Basinghall-st.
Boyd, Wm, Sutherland-sq, Walworth, Merchant. Pet Dec 8. Jan 11 at 1. Lloyd & Lane, Gresham-bldgs, Basinghall-st.
Brown, Wm, Prisoner for Debt, London. Pet Dec 5 (for pau). Brougham. Dec 23 at 2. Biddles, South-sq, Gray's-inn.
Caslake, Stephen, Sylvanus-row, Hornsey-rise, Gasfitter. Pet Dec 3. Pepys. Dec 29 at 11. Watson, Basinghall-st.
Claxton, Fredk, Prisoner for Debt, London. Pet Dec 4 (for pau). Brougham. Jan 11 at 11. Biddles, South-sq, Gray's-inn.
Collings, Geo Fras, Southampton, Boot Maker. Pet Dec 7. Jan 11 at 12. Paterson & Son, Bouverie-st, Fleet-st.
Coltson, John, Prisoner for Debt, London. Pet Dec 3 (for pau). Brougham. Dec 23 at 2. Pittman, Guildhall-chambers.
Coombe, Chas Wm, Russell-st, Drury-lane, Tailor. Pet Dec 7. Pepys. Dec 29 at 2. Shiers, New-inn, Strand.
Dayor, Thos Geo, Prisoner for Debt, London. Pet Dec 5 (for pau). Brougham. Jan 11 at 12. Watson, Basinghall-st.
Gilkes, Geo, Park-ter, Teddington, Builder. Pet Dec 5. Pepys. Dec 29 at 12. Hicklin, Trinity-sq, Borough.
Goodwin, Jas Thos, Hannibal-rd, Stepney, Cab Proprietor. Pet Dec 10. Murray. Dec 21 at 1. Mirfin, Staple-inn, Holborn.
Hammond, Thos Edwd, St Martin's-lane, Stationer. Pet Nov 12. Pepys. Dec 31 at 11. Shapland.
Hughs, Thos, Prisoner for Debt, London. Pet Dec 5. Brougham. Jan 11 at 12. Nash, Arlington-st, New North-rd.
Kenny, Patrick, Burrage-rd, Plumstead, Clerk. Pet Dec 5. Pepys. Dec 29 at 12. Buchanan, Basinghall-st.
Kiff, Wm, Frederick-st, Caledonian-rd, Horse Dealer. Pet Dec 8. Roche. Dec 23 at 12. Watson, Basinghall-st.
Letton, Chas, Thames-st, Rotherhithe, Waterman. Pet Dec 7. Pepys. Dec 29 at 1. Dobie, Basinghall-st.
May, Saml, Prisoner for Debt, London. Pet Dec 7 (for pau). Brougham. Jan 11 at 1. Nash, Arlington-st, New North-rd.
M'Nalley, Jas, & Wm Beardmore, Prisoners for Debt, London. Pet Dec 3 (for pau). Brougham. Dec 23 at 1. Watson, Basinghall-st.
Passmore, Edmund, Church-st, Edgware-rd, Grocer. Pet Dec 9. Roche. Dec 23 at 12. Bassett & March, Gt James-st, Bedford-row.
Pimm, Jas, Clifton, Journeyman Baker. Pet Dec 9. Pepys. Dec 31 at 11. Dobie, Gresham-st.
Plumb, John Bellamy, New Church-rd, Camberwell, Baker. Pet Dec 5. Jan 11 at 11. Innes & Son, Leadenhall-st.
Rutter, Jas, Botwell, Licensed Victualler. Pet Dec 8. Pepys. Dec 29 at 1. Paterson & Co, Bouverie-st, Strand.
Sackett, Robt, New North-rd, Butcher. Pet Dec 7. Pepys. Dec 29 at 2. Pittman, Guildhall-chambers.
Sainsbury, Geo Brice, Judd-st, Brunswick-sq, Coal Merchant. Pet Dec 5. Pepys. Dec 29 at 2. Brighten, Bishopsgate-st Without.
Schafer, Adam, Southampton-row, Holborn, Tailor. Pet Dec 8. Roche. Dec 23 at 11. Dobson, Colmer-st, Mile-end.
Smith, John Clark, Prisoner for Debt, London. Pet Dec 5 (for pau). Roche. Dec 23 at 11. Watson, Basinghall-st.
Stanley, Fredk, Albert, Winchester, Southampton, Dentist. Pet Dec 4. Pepys. Dec 29 at 12. Stocken & Jupp, Leadenhall-st.
Stephens, Jas, Creek-st, York-rd, Battersea, Grocer. Pet Dec 7. Roche. Dec 23 at 11. Dalton, St Clement's House, Clement's-lane.
Stratford, Danl, Ashbury, Berks, Labourer. Pet Dec 7. Pepys. Dec 29 at 2. Marshall, Lincoln's-inn-fields.
Tattersfield, Hy, Mile-end-rd, Fish Dealer. Pet Dec 7. Pepys. Dec 29 at 1. Smith, White Lion-st, Norton Folgate.
Watt, Saml, Heath-st, Barking, Grocer. Pet Dec 9. Pepys. Dec 31 at 11. Holmes, Fenchurch-st.
White, Chas Hy, Charles-pl, Brunswick-pl, City-rd, Cabinet Maker. Pet Dec 7. Roche. Dec 23 at 11. Newman, Bucklersbury.
Wray, John, Cambridge-st, Pimlico, Grocer. Pet Dec 7. Roche. Dec 23 at 11. Poole, Bartholomew-close.
Yaxley, Jas, Little Ebury-st, Pimlico, Chimney Sweep. Pet Dec 9. Pepys. Dec 31 at 11. Condy, Falcon-rd, Battersea.

To Surrender in the Country.

Anderson, James, Darlington, Durham, out of business. Pet Dec 8. Bowes. Darlington, Dec 24 at 10. Robinson, Darlington.
Baugh, Thomas, Mark Baugh, & John Baugh, Bloxwich, Stafford, Charter Masters. Pet Dec 7. Hill. Birm, Dec 23 at 12. Brevitt, Darlaston.
Beech, Wm, Stoke-upon-Trent, Stafford, Furniture Broker. Pet Dec 9. Keary. Stoke-upon-Trent, Dec 24 at 11. Tennant, Hanley.
Blakely, Fredk Thompson, Leeds, Dealer in Sewing Machines. Pet Dec 8. Leeds, Dec 21 at 11. Rooke, Leeds.
Bolton, Riley, Deanshanger, Northampton, Baker. Pet Dec 7. Sheppard. Towcester, Jan 11 at 10. White, Northampton.
Brown, Alfred, Nottingham, out of business. Pet Dec 8. Patchitt. Nottingham, Dec 23 at 10.30. Keely, Nottingham.
Bryan, Thos, Lpool, Draper. Pet Dec 7. Lpool, Dec 22 at 11. Etty, Lpool.
Carter, Joseph, Dawley Bank, Salop, Shoemaker. Pet Dec 9. Madely, Jan 13 at 12. Walker, Wellington.
Claus, Alfred Wm, Prisoner for Debt, Walton. Adj Nov 19. Hime Lpool, Dec 22 at 12.
Collis, Charles, Torquay, Devon, Photographer. Pet Dec 5. Pidsley. Newton Abbot, Dec 22 at 11. Peagam, Torquay.
Coombes, Jas, Ryde, Isle of Wight, Coachsmith. Pet Dec 9. Blake. Newport, Dec 23 at 11.30. Joyce, Newport.
Cotterell, Isaiah, Darlaston, Stafford, Licensed Victualler. Pet Dec 9. Hill. Birm, Dec 23 at 12. Slater, Darlaston.
Cox, Wm Richd, Lewes, Sussex, out of business. Pet Dec 8 (for pau.) Blaker. Dec 24 at 11. Barrow, Fish-street-hill.
Craddock, Ernest Arthur, Leamington Priors, Warwick, out of business. Pet Dec 4 (for pau). Tibbits. Warwick, Dec 24 at 11. Parry, Birm.
Cutlaw, Ellis, Copperhouse, Cornwall, Builder. Pet Dec 5. Peter. Redruth, Jan 5 at 11. Trevena, Redruth.
Davis, Matthew, Coventry, Watchmaker. Pet Dec 7. Kirby. Dec 22 at 3. Smallbone, Coventry.
Davies Richd Taylor, Sheffield, Labourer. Pet Dec 9. Wake. Sheffield, Dec 23 at 1. Binney & Son, Sheffield.
Dickers, Wm, Highcliff, Southampton, Gardener. Pet Dec 9. Druitt. Christchurch, Dec 26 at 11. Johns, Ringwood.
Dromtra, Fredk Wm Constantine, Brighton, Sussex, out of business. Pet Dec 8 (for pau). Lewes, Dec 24 at 11. Barrow, Fish-street-hill.
Fairgrieve, Alex, Prisoner for Debt, Manch. Pet Nov 30 (for pau). Kay. Manch, Dec 29 at 9.30. Walmesley, Manch.
Firth, Robt Bond, Hilgay, Norfolk, Tailor. Pet Dec 5. Reed. Market Downham, Dec 21 at 10. Nunn, Dowham Market.
Fish, Joseph, Blackpool, Lancaster, Bricksetter. Pet Dec 8. Patteson. Poulton-le-Fylde, Dec 23 at 2. Blackurst, Preston.
Godsell, Jas Hy, Ryde, Isle of Wight, Licensed Victualler. Pet Dec 5. Blake. Newport, Dec 23 at 12. Urry, Newport.
Goldstone, Thos, Barton, Southampton, Surgeon. Pet Dec 8. Godwin. Winchester, Jan 6 at 11. Mackey, Southampton.
Hall, John, Lincoln, Labourer. Pet Dec 8. Uppleby. Lincoln, Dec 24 at 11. Rex, Lincoln.
Hammond, Wm, Northampton, Dealer. Pet Dec 7. Dennis. Northampton. Dec 29 at 10. White, Northampton.
Hargreaves, Geo, Beswick, nr Manch, Beer Retailer. Pet Dec 9. Fardell. Manch, Dec 23 at 11. Heath & Son, Manch.
Hind, Chas Berridge, Sheffield, Beerhouse Keeper. Pet Dec 9. Wake. Sheffield, Dec 23 at 1. Binney & Son, Sheffield.
Hinsley, John, Carlton, York, Joiner. Pet Dec 10. Leeds, Dec 21 at 11. Clark, Snaith.
Jones, John, Darlaston, Stafford, Licensed Victualler. Pet Dec 7. Walsall, Dec 28 at 12. Wilkinson, Walsall.
Keen, Thos, Lowe Mallowes, Hertford, Rope Maker. Pet Nov 28. Blagg. St. Albans, Dec 30 at 11. Camp, Watford.
Leek, Wm, Dewsbury, York, Whitesmith. Pet Dec 8. Leeds, Dec 21 at 11. Ibberson, Dewsbury.
Lever, Thos, Chorley, Lancaster, Butcher. Pet Dec 3. Part. Chorley, Dec 23 at 10. Hall & Rutter, Bolton.
Lewis, John, Carmarthen, Licensed Victualler. Pet Dec 8. Wilde. Bristol, Dec 23 at 11. Green, Carmarthen.
Merchant, Jonah, Meincrythan, Glamorgan, Tailor. Pet Dec 5. Morgan. Neath, Dec 22 at 11. Dixon, Neath.
Marchington, John, Birm, out of business. Adj Dec 4. Birm, Dec 23 at 12. James & Griffin, Birm.
Marchington, John, Birm, out of business. Adj Dec 4. Birm, Dec 23 at 11. James & Griffin, Birm.
Marriot, Hy Wm, Harpenden, Hertford, Brewer. Pet Nov 28. St Albans, Dec 30 at 10. Shepherd, Luton.
Millard, Fredk John, Yeovil, Somerset, Boot Manufacturer. Pet Dec 7. Batten. Yeovil, Dec 24 at 3. Ellis, Sherbourne.
Morris, Henry, Brixton, Isle of Wight, Farmer. Pet Dec 8. Blake. Newport, Dec 23 at 11. Beckinsale, Newport.
Morris, John, Lpool, Merchant. Pet Dec 9. Lpool, Dec 24 at 11. Gregory, Lpool.
Nixon, Edwd, Kelsall, Chester, Clerk in Holy Orders. Pet Dec 8. Lpool, Dec 21 at 12. Haigh & Co., Lpool.
Osborne, Danl, Kingswinford, Stafford, Greengrocer. Pet Dec 7. Harward. Stourbridge, Dec 24 at 10. Price, Stourbridge.
Painter, Wm, Northchurch, Hertford. Pet Dec 5. Francis, Chesham, Dec 23 at 10. Cheese, Amersham.
Pemberton, Edwd Thos, Warrington, Lancaster, Brewer. Pet Dec 9. Lpool, Jan 4 at 11. Martin, Lpool.
Phillips, Jesse, Wolverhampton, Stafford, out of business. Pet Dec 7. Madeley, Jan 13 at 12. Dalton, Wolverhampton.
Price, David, Rhayader, Radnor, Beerhouse Keeper. Pet Dec 7. Jones. Rhayader, Dec 23 at 3. Jenkins, Llanidloes.
Savage, Richd, jun, Lenton, Nottingham, Journeyman Lace Maker. Pet Dec 8. Patchitt. Nottingham, Dec 23 at 10.30. Keely, Nottingham.
Seymour, Alfred Wilkinson, Prisoner for Debt, Manch. Pet Dec 2 (for pau). Kay. Manch, Dec 29 at 9.30. Law, Manch.
Shaw, Edwin, Bursiem, Stafford, Grocer. Pet Dec 9. Challinor. Hanley, Jan 2 at 11. Ward, Hanley.
Shearman, Thos, Lincoln, Engine Fitter. Pet Dec 8. Uppleby. Lincoln, Dec 24 at 11. Rex, Lincoln.
Shortland, Wm, Crowland, Lincoln, Baker. Pet Dec 3. Bonner. Spalding, Dec 22 at 10. Law, Stamford.
Simcox, Thos, Prisoner for Debt, Stafford. Pet Dec 5. Hill. Birm, Dec 23 at 12. Burton, Birm.
Smith, Robt, Wigan, Lancaster, Butcher. Pet Dec 8. Fardell. Manch, Dec 22 at 11. Gardner, Manch.
Stagg, Thos, King's Lynn, Norfolk, Coach Painter. Pet Dec 7. King's Lynn, Dec 22 at 11. Nurse, King's Lynn.
Stanworth, Chas, Moor-lane, Kingswinford, Stafford, Beerhouse Keeper. Pet Dec 7. Harward. Stourbridge, Dec 24 at 10. Pearman, Stourbridge.
Straker, Richd, Beverley, York, Innkeeper. Pet Dec 8. Crust. Beverley, Dec 24 at 11. Turner, Beverley.
Stonecliffe, Bartholomew, Boston, Lincoln, Corn Chandler. Pet Dec 8. Hill. Birm, Dec 22 at 11. Bean, Boston.
Stormont, Hy Joseph, Sneyd-park, Gloucester, Surgeon. Pet Dec 10. Wilde. Bristol, Dec 24 at 11. Henderson & Salmon, Bristol.
Trevarrian, Edwd Geo, Mawgan-in-Pydar, Cornwall, Labourer. Pet Dec 3. Collins. St Columb Major, Dec 16 at 10. Nicholls, St Columb Major.

Turner, John, Brace Meole, Salop, Blacksmith. Pet Dec 5. Peele. Shrewsbury, Dec 30 at 11. Davies, Shewsbury.
Walsh, Mary, Lpool, Soap Dealer. Pet Dec 1. Lpool, Dec 24 at 11. Bellringer, Lpool.
Ward, Saml, Nottingham, Hosier. Pet Dec 8. Patchitt. Nottingham, Dec 23 at 10.30. Everall, Nottingham.
Webb, John, Burslem, Stafford, Milliner. Pet Dec 8. Challinor. Hanley, Jan 16 at 11. Tomkinson, Burslem.
Wetherly, John, Thos, Whitstable, Kent, Bootmaker. Pet Dec 3. Callaway. Canterbury, Dec 15 at 11. Flint, Canterbury.
Wetton, John Cosier, Stockbridge, Southampton, Grocer. Pet Dec 9. Tylee. Romsey, Dec 29 at 11. Guy, Southampton.
Whatmuff, Jas, Brigg, Lincoln, Joiner. Pet Dec 7. Hett. Brigg, Dec 22 at 10. Robbs, Brigg.
Whittaker, Robt, Leamington Priors, Warwick, Journeyman Tin Plate Worker. Pet Dec 4 (for pau). Pet Dec 4. Tibbits. Warwick, Dec 24 at 11. Parry, Birm.
Young, John, Prisoner for Debt, Warwick. Adj Nov 19. Ingledew. Gateshead, Dec 22 at 11. Forster, Newcastle-upon-Tyne.

TUESDAY, Dec. 15, 1868.

To Surrender in London.

Aldred, Robt, Bishopsgate-st, Banker's Clerk. Pet Dec 10. Roche. Dec 30 at 11. Miller, Bond-ct House, Walbrook.
Broome, Robt. Bungay, Suffolk, Draper. Pet Oct 27. Pepys. Dec 31 at 2. Gammon. Cloak-lane.
Carroway, Richd Duncan, Prisoner for Debt, London. Pet Dec 9 (for pau). Brougham. Jan 13 at 12. Dobie, Gresham-st.
Chapman, John, Wokingham, Berks, Leather Seller. Pet Nov 10. Pepys. Dec 31 at 12. Hicklin, Trinity-sq, Borough.
Cole, Geo Wellesley, Cambridge-rd, Mile-end, Oilman. Pet Dec 11. Roche. Dec 30 at 12. Nind, Basinghall-st.
Collins, Geo, Basing-rd, Notting-hill, Journeyman Goldsmith. Pet Dec 8. Pepys. Dec 29 at 1. Watson, Basinghall-st.
Ditton, Robt, Parkfield-st, Lpool-rd, Islington, Cheesemonger. Pet Dec 12. Jan 13 at 1. Boydell, South-sq, Gray's-inn.
Dixon, John, Bridport-pl, New North-rd, Hoxton, Couch Maker. Pet Dec 10. Jan 11 at 2. Dobie, Gresham-st.
Griffen, Eli, Edward-sq Cottage, Kensington, Builder. Pet Dec 11. Roche. Dec 30 at 12. Marshall, Lincoln's-inn-fields.
Griffiths, Augustus Arthur, Kingston, Fishmonger. Pet Dec 10. Jan 11 at 2. Downing, Basinghall-st.
Groves, Wm, South-villas, Surrey-lane, Jobmaster. Pet Dec 11. Jan 11 at 2. Levy, Surrey-st, Strand.
Harrison, John Thos, Laurence Pountney-pl, Clerk. Pet Dec 12. Roche. Dec 30 at 1. Lambert, Lower Thames-st.
Hoppett, Hy John, Ryde, Isle of Wight, Wine Merchant. Pet Dec 7. Jan 11 at 12. Peverley, Gresham-bldgs, Basinghall-st.
Key, Eleanor, Prisoner for Debt, London. Pet Dec 12. Roche. Dec 30 at 1. Smith & Co, Bread-st, Cheapside.
Lawson, Robinson, Brook's-mews North, Bayswater, Engineer. Pet Dec 10. Pepys. Dec 31 at 1. Chidley, Old Jewry.
Pearce, Wm, West-st, Union-st, Kingsland-rd, out of business. Pet Dec 8. Jan 11 at 1. Barton & Drew, Fore-st.
Petternati, Joseph, Lambeth-walk, out of business. Pet Dec 12. Roche. Dec 30 at 1. King, Queen-st, Cheapside.
Pickett, Augustus, Thornton-heath, Croydon, Stone Merchant. Pet Dec 9. Pepys. Dec 31 at 12. Robinson & Co, Charterhouse-sq.
Pidding, Edwd Bourne, London-wall, Woollen Warehouseman. Pet Nov 23. Pepys. Dec 31 at 2. Haigh, King-st, Cheapside.
Post, John, Church-st, West Croydon, Grocer. Pet Dec 11. Pepys. Dec 31 at 1. Parry, Croydon.
Rees, Jacob Heinrich Ludwig Emanual Reuitz, Lime-st, Merchant. Pet Dec 10. Jan 13 at 1. Abrahams, Old Jewry.
Scantlebury, John Vandersluys, St George's-rd, Notting-hill, Victualler. Pet Dec 12. Pepys. Dec 31 at 2. Boulton & Sons, Southampton-sq. Clerkenwell.
Schade, Fredk Wm, Fenchurch-st, Merchant. Pet Nov 23. Dec 30 at 12. Linklaters & Co, Walbrook.
Skull, Wm, Lever-st, St Luke's, Marble Mason. Pet Dec 8. Jan 11 at 1. Popham, Basinghall-st.
Steele, Sisson, Leadenhall-st, Ship Broker. Pet Dec 10. Pepys. Dec 31 at 12. Jenkinson & Son, Corbet-ct, Gracechurch-st.
Sully, Geo, Bishopsgate-st, Tailor. Pet Nov 26. Roche. Dec 30 at 1. Treherne & Wolferstan, Aldermanbury.
Tyree, Wm, Gt Marylebone-st, Boot Manufacturer. Pet Dec 8. Pepys. Dec 29 at 2. Pittman, Guildhall-chambers.
Unwin, Geo, Reman-rd, Old Ford, Dairyman. Pet Dec 5. Jan 13 at 12. Wood, Basinghall-st.
Walker, Arthur McPherson, Prisoner for Debt, London. Pet Dec 11 (for pau). Pepys. Dec 31 at 2. Biddles, South-sq, Gray's-inn.
Wasserburger, Anton, Prisoner for Debt, London. Pet Dec 9 (for pau). Roche. Dec 30 at 11. Biddles, South-sq, Gray's-inn.
West, Edwd, Prisoner for Debt, London. Pet Dec 11 (for pau). Roche. Dec 30 at 1. Biddles, South-sq, Gray's-inn.
White, Richd, Leader-st, Chelsea, Leather Seller. Pet Dec 11. Roche. Dec 30 at 1. Warner, Lincoln's-inn-fields.
Wigg, Fredk Jas, St John's-ter, Battersea, Carpenter. Pet Dec 11. Jan 11 at 2. Condy, Falcon-rd, Battersea.
Wisher, Wm, Avenue-rd, Cold Harbour-lane, Camberwell, Builder. Pet Dec 10. Roche. Dec 30 at 12. Jenkinson & Son, Corbet-ct, Gracechurch-st.
Wood, Edmund, Bath-ter, Bridge-avenue, Hammersmith, Builder. Pet Dec 11. Roche. Dec 30 at 12. Marshall, Lincoln's-inn-fields.

To Surrender in the Country.

Adams, Geo, Newport, Isle of Wight, out of business. Pet Dec 10. Blake. Newport, Dec 30 at 11. Hooper, Newport.
Akeroyd, Geo, Cleckheaton, York, Grocer. Pet Dec 4. Leeds Dec Jan 4 at 11. Bond & Barwick, Leeds.
Allen, Joseph, Tugby, Leicester, Publican. Pet Dec 7. Shield. Uppingham. Dec 22 at 11. Pateman, Uppingham.
Bridge, John, & John Wilson, Salford, Lancaster, Iron Manufacturers. Pet Dec 9. Hulton. Salford, Jan 2 at 9.30. Wolley, Manch.
Carleton, Wm, Torquay, Devon, Watchmaker. Dec 12. Exeter, Dec 26 at 12. Hooper & Woollen, Torquay.
Catterns, Catherine Ann, Brighton, Manager of a Lodging-house. Pet Dec 10. Evershed. Brighton, Dec 31 at 11. Holtham, Brighton.
Collin, Charles Sidney, Leicester, Comm Agent. Pet Dec 9. Ingram. Leicester, Jan 2 at 10. Owston, Leicester.
Daly, Thos, Lpool, Foulterer. Pet Dec 7. Hime. Lpool, Dec 29 at 3. Blackhurst, Lpool.
Dester, John, Prisoner for Debt, Carnarvon. Pet Dec 10. Lpool, Dec 29 at 12. Evans, & Co., Lpool.
Donagby, Hugh, Whitehaven, Cumberland, Innkeeper. Pet Dec 11. Were. Whitehaven, Dec 3 at 11. Mason, Whitehaven.
Dove, John Scott, Bishopwearmouth, Durham, Tailor. Pet Dec 8. Gibson. Newcastle-upon-Tyne, Jan 8 at 12. Eglinton, Sunderland.
Fittis, James, North Shields, Dealer in Bonded Stores. Pet Dec 7. Gibson. Newcastle-upon-Tyne, Jan 8 at 11. Hoyle & Co, Newcastle-upon-Tyne.
Fowke, Fredc, Lanelly, Carmarthen, Tutor. Pet Dec 9. Davies. Crickhowell, Jan 9 at 11. Rees, Carmarthen.
Gosling, Edwin, Stockport, Chester, Cabinet Maker. Pet Dec 10. Macrae. Manch, Jan 7 at 11. Sale & Co, Manch.
Grace, Fredk, Southampton, Ships Carpenter. Pet Dec 11. Thorndike. Southampton, Dec 29 at 12. Mackey, Southampton.
Gray, John, South Shields, Durham, Publican. Pet Dec 9. Wawn, South Shields, Dec 29 at 11. Thompson, South Shields.
Greenacre, Joseph, Gt Yarmouth, Norfolk, Carpenter. Pet Dec 9. Chamberlain. Gt Yarmouth, Dec 24 at 12. Palmer.
Greenacre, Jas, Gt Yarmouth, Norfolk, Corn Merchant. Pet Dec 4. Chamberlain. Gt Yarmouth, Dec 23 at 12. Wiltshire, Gt Yarmouth.
Grove, Richd, Evesham, Worcester, Market Gardener. Pet Dec 11. Evesham, Dec 29 at 11. Wilson, Worcester.
Hibbert, Jas, Middleston, Lancaster, Corn Merchant. Pet Dec 4. Macrae. Manch, Jan 8 at 11. Sale & Co, Manch.
Hodgkinson, Robt, Birm, Clerk. Pet Dec 12. Guest. Birm, Jan 8 at 10. Duke, Birm.
Holmes, Edwd Stephen, Huddersfield, York, Hat Manufacturer. Pet Nov 25. Jones. Huddersfield, Dec 28 at 10. Sykes, Huddersfield.
Hough, Joseph, Manch, Cab Proprietor. Pet Dec 11. Kay. Manch, Dec 29 at 9.30. Burton, Manch.
Hughes, Jas John, Hanley, Stafford, out of business. Pet Dec 10. Birm, Jan 4 at 12. Rowlands, Birm.
Humphreys, Griffith, Corwen, Merioneth, Builder. Pet Dec 11. Lpool, Jan 6 at 12. Evans & Co, Lpool.
Hunter, Thos, jun, Burton-Extra, Stafford, Baker. Pet Dec 4. Tudor. Birm, Jan 4 at 12. Drewry, Burton-on-Trent.
Johnson, Stephen, Bolsover, Derby, Blacksmith. Pet Dec 5. Wake. Chesterfield, Dec 29 at 11. Gee, Chesterfield.
Jones, Robt Edwin, Llangollen, Denbigh, Grocer. Pet Dec 12. Lpool, Jan 6 at 12. Sherratt, Wrexham.
Larcombe, John, Cheddington, Dorset, Dairyman. Pet Dec 11. Sparks. Crewkerne, Dec 23 at 11. Budge, Crewkerne.
Lister, Richd, Goole, York, Master Mariner. Pet Dec 3. Wilson. Goole. Dec 30 at 12. Harle.
Morgan, Jas, Llanfaes, Brecon, Beerhouse Keeper. Pet Dec 8. Evans. Brecknock, Dec 29 at 2. Powell, Brecon.
Orton, John, Jas, Bednorth, Warwick, Innkeeper. Pet Dec 10. Dewes. Nuneaton, Dec 29 at 10. Homer, Bednorth.
Ponton, Fredk Wm, Stourbridge, Worcester, Attorney-at-Law. Pet Dec 12. Birm, Jan 4 at 12. Hodgson & Co, Birm.
Probert, Wm, Gloucester, Registration Agent. Pet Dec 9. Wilton. Gloucester, Dec 29 at 12. Wilkes.
Renwick, David, Shadforth, Durham, Publican. Pet Dec 9. Greenwell. Durham, Dec 26 at 11. Marshall, jun, Durham.
Richardson, Chas Richd, Penkhull, Stafford, out of business. Pet Dec 10. Keary. Stoke-upon-Trent, Jan 2 at 11. Stevenson, Stoke-upon-Trent.
Roberts, Wm, Prisoner for Debt, Walton. Adj Nov 19. Lpool, Jan 4 at 11.
Rogers, Wm, Jas, Prisoner for Debt, Devon. Pet Dec 10. Exeter, Dec 28 at 12. Clarke, Exeter.
Rollinson, Joseph, Brierley-hill, Stafford, Carpenter. Pet Dec 12. Holberton, Brierley-hill. Hill. Birm, Jan 4 at 12.
Spencer, Geo, Barrow-in-Furness, Lancaster, Grocer. Pet Dec 10. Postlethwaite. Ulverston, Dec 24 at 10. Relph, Burrow-in-Furness.
Stone, Geo, Rusholme, Manch, Wine Merchant. Pet Dec 10. Kay. Manch, Dec 20 at 9.30. Burton, Manch.
Thompson, Chas, Waterloo, Lancaster, General Merchant. Pet Dec 11. Lpool, Jan 2 at 11. Bateson & Co, Lpool.
Vardill, Joseph Jas, Lpool, Musical Instrument Dealer. Pet Dec 10. Lpool, Jan 4 at 12. Bellringer, Lpool.
Williams, John, Lpool, Packing-case Maker. Pet Dec 7. Lpool, Dec 28 at 11. Pemberton, Lpool.
Wilson, Matthew, Carlisle, Cumberland, Tailor. Pet Dec 10. Halton. Carlisle, Dec 29 at 11. Wannop, Carlisle.
Winter, Richd, Appleby, Westmorland, Chemist. Pet Dec 8. Gibson. Newcastle-upon-Tyne, Jan 8 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.